

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. PAGE 1 OF 16 PAGES

2. AMENDMENT NO.: 002	3. EFFECTIVE DATE June 15, 2006	4. PURCHASE REQUISITION NO.:	5A. SOLICITATION/CONTRACT/PROJECT TITLE Facilities Maintenance of the Thurgood Marshall Federal Judiciary building <hr/> 5B. PROJECT NO (If applicable)
6. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building, Room H2-263 Attn: Patrick G. Hunt Second and "D" Streets, S.W. Washington, DC 20515	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. RFP No. 060101 <hr/> 9B. DATED: April 24, 2006 <hr/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <hr/> 10B. DATED (See Item 13)

11. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is set at 1:00 p.m. on July 6, 2006

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copy of the amendment;

(b) By acknowledging receipt of this amendment in Block 12 of the AOC 33 or Block 19 of the AOC 1442 of the original solicitation package, giving amendment number and its date; or

(c) By separate letter which includes a reference to the solicitation and amendment numbers.

FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening/receipt hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS AND MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)(1)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return it to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE CONTINUATION PAGE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	
16A. NAME OF CONTRACTING OFFICER (Type or print)	
15B. OFFEROR/CONTRACTOR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	By _____ (Signature of Contracting Officer)

AMENDMENT No. 002

Solicitation No. RFP No. 060101

1. The time and date for receipt of proposals for this solicitation is set at 1:00 p.m. on July 6, 2006 at the location indicated in the solicitation package

2. This Amendment No.002is issued to the above referenced Solicitation to replace pages with those that have corrections and/or changes made to them. Please replace the following pages with those currently in the solicitation package

Remove Pages	Replace Pages
Solicitation, Offer and Award Form Page 1	Solicitation, Offer and Award Form Page 1
Section B THE SCHEDULE Pages B7 through B-21	Section B THE SCHEDULE Pages B-1 through B-20
Section C DESCRIPTION/SPECIFICATIONS WORK STATEMENT Pages C-1 through C-90	Section C DESCRIPTION/SPECIFICATIONS WORK STATEMENT Pages C-1 through C-79
Section E INSPECTION AND ACCEPTANCE Page E-1	Section E INSPECTION AND ACCEPTANCE Page E-1
Section F DELIVERIES OR PERFORMANCE Pages F-1 through F-7	Section F DELIVERIES OR PERFORMANCE Pages F-1 through F-7
Section G CONTRACT ADMINISTRATION DATA Pages G-1 through G-19	Section G CONTRACT ADMINISTRATION DATA Pages G-1 through G-17
Section I CONTRACT CLAUSES Pages I-1 through I-29	Section I CONTRACT CLAUSES Pages I-1 through I-29
Section J LIST OF ATTACHMENTS Pages J-1 and J-2	Section J LIST OF ATTACHMENTS Pages J-1 and J-2
Section L INSTRUCTION/CONDITIONS AND NOTICES TO OFFERORS Pages L-1 through L-15	Section L INSTRUCTION/CONDITIONS AND NOTICES TO OFFERORS Pages L-1 through L-15
Section M EVALUATION FACTORS FOR AWARD Pages M-1 through M-7	Section M EVALUATION FACTORS FOR AWARD Pages M-1 through M-5

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Remove Pages	Replace Pages
<p>Attachment No. J.8 WAGE DETERMINATION No. 1993-2103 (Rev. 32) Page 1 through 9</p>	<p>Attachment No. J.8 WAGE DETERMINATION No. 1993-2103 (Rev. 33) Pages 1 through 9</p>
<p>Attachment No. J.15 Equipment List (a) TMFJB Cafeteria Pages 1, 2 and 3</p>	<p>Attachment No. J.15 Equipment List (a) TMFJB Cafeteria Pages 1, 2 and 3</p>
	<p>Attachment No. J.27 LIST OF INCUMBENT CONTRACTORS Pages 1 and 2</p>
	<p>Attachment No. J.28 LANDSCAPE REQUIREMENTS Pages 1, 2 and 3</p>
	<p>Attachment No. J.29 COLLECTIVE BARGAINING AGREEMENTS Local 99-99A Pages 1 through 17 Local 82 Pages 1 through 10</p>
	<p>Attachment No. J.30 CONTRACTOR MAINTAINED TELEPHONES Page 1</p>
	<p>Attachment No. J.31 LIST OF SITE VISIT ATTENDEES Pages 1 through 4</p>
	<p>Attachment No. J.32 LIST OF INTERESTED PARTIES Pages 1, 2 and 3</p>

3. This Amendment No. 002 is issued to answer the following Contractor Questions:

1. Question: In addition to Mail Services/Floor Copier Services, is there a centralized copy center in the mix?

Answer: No, however the AO does have a Printing and Distribution Facility that is government operated. The physical space of the Printing and Distribution Facility is the responsibility of the Contractor as it pertains to lights, HVAC, equipment repairs, cleaning, etc., (excluding actual printing and distribution equipment).

AMENDMENT No. 002

Solicitation No. RFP No. 060101

2. Question: Will this solicitation be a "set aside" for small/disadvantaged businesses?
- Answer: No.
3. Question: Can you release the names of the incumbents?
- Answer: See Attachment No. 26, Amendment No. 002
4. Question: The Wage Determination, 1994-2103, has four classifications that can be used for people who clean the building. These are:
11121 - House Keeping Aid I
11122 - House Keeping Aid II
11150 - Janitor
99240 - Maid or Houseman
- These positions have different rates of pay. Can you tell us what classifications are used for the people who clean your building? Can you tell us what the job descriptions are of those positions?
- Answer: Question needs to be directed to the Department of Labor.
5. Question: Confirm that Sections D and H were intentionally left blank.
- Answer: Yes they were.
6. Question: Please confirm that the roof is the original installed during building construction and that the warranty (manufacturer's) is still in place.
- Answer: Roof is the original, installed during building construction. The warranty has expired.
7. Question: What type of roof is installed and who was the manufacturer?
- Answer: Hi-Tuff Roofing System by JPS Elastomerics
8. Question: Is the roof 100% covered with pavers and is there is weed control program for the roof currently in place?
- Answer: Yes to both questions
9. Question: There are satellite dishes on the roof. The RFP does not reference maintenance/repair of this equipment. Confirm that the M&R of these satellite dish systems are covered under a separate agreement and are not Contractor's responsibility.
- Answer: Satellite dish maintenance/repair is not part of this contract.

AMENDMENT No. 002

Solicitation No. RFP No. 060101

10. Question: Have the sprinkler heads been inspected per both current recall programs?
- Answer: **No, because the government, or the incumbent contractor, is not aware of any current recall programs.**
11. Question: What are Contractor's responsibilities for conference room setup, etc?
- Answer: **The Contractor shall be responsible for any and all activities associated with conference room setups as defined and requested by the user on the conference room setup request form. Refer to Section C.4.3.5.5.1.**
12. Question: Section J. Attachment 9, Paragraph 2.I references that OSHA has no opinion on authorizing cleaning the skylight by walking on it. It was noted during the Site Visit that there appears to be no safety anchor system. How is the top of the skylight currently being cleaned and is there any safety equipment currently installed?
- Answer: **The top of the skylight is currently cleaned via the safety equipment provided by the window cleaning contractor. Also, prospective offerors are advised to review the "NOTE" located at Attachment 9, page J-ATT9-14.**
13. Question: How frequently is the exterior of the building cleaned under the current maintenance program?
- Answer: **None**
14. Question: Is under floor cleaning in the computer room part of the Contractor's scope?
- Answer: **Yes, inspecting and cleaning one time/year**
15. Question: Please supply the floor loading analysis for the 4th floor library?
- Answer: **The government does not have this information readily available.**
16. Question: Section C.3.5.2 - Transition has been set at 60 days. Given the relative importance of transition to immediate and sustainable successful contract performance, will the AOC and U.S. Courts entertain a 90 day transition?
- Answer: **The time that both the incumbent contractor and successful awardee will be supporting the building simultaneously may actually end up being 30 days or less, based on when the actual award is made. Section C.3.5.2 states "up to 60 calendar days..." The government will not increase this period, but is very willing to collaboratively work with the successful awardee to ensure a seamless and smooth transition as much as possible.**
17. Question: Which services in this RFQ are currently performed in-house and what government positions, and how many, will be affected by the transition to an outsource service provider?

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Answer: Services required by the contract are not currently provided by Government personnel.

18. Question: If affected positions are governed by a federal scale, we assume that minimum wages and benefits for these positions will be governed by SCA. In cases where SCA and the federal scale are different, we also assume that the higher of the two will take precedence in the first year of the contract. Please confirm that this assumption is correct.

Answer: See answer to question No. 17.

19. Question: Section C.13.3.1 identifies the Security staffing requirements. Beginning at Post 9, the RFP appears disjointed. Confirm Post 9, Delta and Echo positions and requirements.

Answer: Post 9, North Garage Elevator Bank Walk-thru Metal detector, x-ray machine is an Armed Post from 0600-2000 M-F. The Delta Post is an External Roving Patrol Officer, Armed, 24 hours, 7 days. The Echo Post is an Internal Roving Patrol Officer, Armed, 24 hours, 7 days.

20. Question: We noted in Section J attachment 9g. Garages items 2 and 3, 9-ATT-13 is stated garage sweeping monthly and wet mop or scrubbing quarterly. The current service schedule that has been performed for the past contract term has been: Power sweep - quarterly, Wet scrub - Annually (following power sweeping). Please confirm it is your intent to increase the frequencies.

Answer: The requirement are as stated in the solicitation.

21. Question: Please confirm that we are on the list to receive future amendments, updates and copies of correspondence for this RFP.

Answer: All amendments to this solicitation will be posted on the AOC web site. It is the responsibility of the contractors to check the web site to get any additional information.

22. Question: Please confirm the deadline for submission on this RFP.

Answer: See Amendment No. 002 for Solicitation Due date.

23. Question: It is our understanding that the RFQ will be amended shortly. What is the expected date of this amendment?

Answer: See Amendment No. 002.

24. Question: It is our understanding that the due date will be changed. What is the new due date of the proposal?

Answer: See Amendment No. 002.

25. Question: Since the amended proposal is not out as of May 19, 2006, is the due date for questions extended?

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Answer: See Section L.2(b) of the Solicitation.

26. Question: Reference C.3.5.1 paragraph 1 says transition period is to start 24 hours after award, but the plan for transition is to be submitted for approval by 7 days after award. Do we start transition before the plan is approved?

Answer: Yes

27. Question: Reference C.3.5.1 paragraph 3 says we are not reimbursed for transition costs, but Schedule B asks for transition costs for 2 months, See also C.3.5.2, Please clarify.

Answer: See Section C.3.5.1, Amendment No. 002

28. Question: Reference C.4.1.3, What does the sentence about lunch periods mean.

Answer: Full building coverage is required at all times during normal operating hours, including lunch periods.

29. Question: Reference C.5.3.2.2, PM database. Reference states "the contractor shall manage the PM program through a computer based management information system (MIS)" Is the MIS to be provided by TMFJB for use by the contractor?

Answer: No, the MIS is to be provided by the contractor. The current system being provided by the incumbent contractor is MAXIMO. See Section C.5.3.2.2, Amendment No. 002.

30. Question: Does the MIS have the capabilities of a standard "computerized" maintenance management system (CMMS)?

Answer: The contractor is to specify what system they will be providing.

31. Question: Should the offeror propose a commercial CMMS software system?

Answer: Offeror shall determine.

32. Question: Should the offeror propose necessary CMMS hardware or will computer terminals be provided by TMFJB?

Answer: The successful awardee will provide the terminals to the government which supports the offeror's proposed CMMS software system.

33. Question: Will a two (2) week extension to the due date be given to allow sufficient time to receive and evaluate pricing and proposals from the many essential subcontractors?

Answer: Refer to the answer to question number 22.

34. Question: Please confirm the number of car spaces in the garage.

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Answer: See Section C.3.6. of the Solicitation.

35. Question Please confirm the square footage and locations of the areas to be carpet cleaned monthly.

Answer: Information is provided in the Solicitation.

36. Question: On average, how many visitors come to the building daily?

Answer: This is a total unknown for there is no "average" on a daily basis. This is a totally fluctuating number.

37. Question: Is there on-site storage space available for ice melt (at lease 20 pallets)?

Answer: No

38. Question: How many coffee stations are there throughout the building and what services are required during the day?

Answer: There are no coffee stations, only a cafeteria.

39. Question: Please provide the typical month's scheduling of conference room activities where day staff is required to reset rooms, clean table tops, spot vacuum, etc. for next meeting.

Answer: Please refer to the answer to question number 45.

40. Question: Do the janitorial closets on each floor have a slop sink with water access?

Answer: Yes

41. Question: Is it possible to get a list of the subcontractors that are currently in use at the property for Security Video Equipment and Audio Visual Equipment?

Answer: Ark Systems, Columbia, MD. See attachment No. 27, Amendment No. 002.

42. Question: Wage Determination 94-2103, Page 8 of 9, Second Paragraph, Last Sentence, "This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract." Does this wage determination actually reflect what the current contractor pays employees?

Answer: Refer question to Department of Labor.

43. Question: Existing Deficiencies Inspections C.3.5.1.1, Page C-18. The AOC is requiring the awarded contractor to prepare an existing deficiency report during a walk thru prior to the start of the contract. This does not give the contractor the ability to inspect the internal workings of machinery whether on or off line. Can time be granted after the contract start once manpower is in place to allow for a thorough inspections?

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Answer: Yes

44. Question: Facilities Management C.4, Page c-19, The contractor is responsible for the processing of invoices to the AOC including utilities. Is the contractor responsible for the payment of the utility bills for the property?

Answer: No

45. Question: Move Management Requests C.4.3.5.5.1, Page C-27, the AOC is requiring 2 laborers on a daily basis but the average work load listed per week is 40 man-hours. Please clarify as to whether the AOC requires two part time laborers or two laborers for 40 hours each.

Answer: The requirement states "at a minimum, the Contractor shall provide two (2) laborers, on a daily basis, during normal hours of operation, with primary responsibility of performing internal office moves and conference room setups..." The requirement further states "move activity averages 40 man-hours per week...." For clarification purposes, the 40 man-hours is being revised to reflect "This move activity averages 80 man-hours per week and shall be included as part of the base/fixed price of the contract." (See revised C.4.3.5.5.1(b)), Amendment No 002.

46. Question: Service Request/Work Order/Repair Order Tracking C.4.3.8, Page c-29, Is the MIS system supplied by the AOC or is the awarded contractor required to bring in their own system?

Answer: See answer to question No. 29.

47. Question: General C.5.1, Page C-34, Can the AOC give an estimate as to how many additional cable outlets are required each year?

Answer: 8 CATV outlets in FY05

48. Question: Mail Services C.9.1, Page C-56, Is there an X-ray machine already on-site for mail service use? Who is responsible for the maintenance of the X-ray machine?

Answer: Yes it is located at the security guard station in the loading dock. The Administrative Services Division is responsible for calling for the maintenance of the X-ray machines.

49. Question: Building Security Staffing Requirements, C.13.3.1, Page C-79, Please clarify the staffing requirements from Post 9 forward.

Answer: See answer to question number 19.

50. Question: Landscaping Maintenance Services, C.10.1, Page C-60, "specifications and frequencies described in Attachment 22". Attachment 22 in the RFP is a request for Criminal History.

Answer: See Amendment No. 002.

AMENDMENT No. 002
Solicitation No. RFP No. 060101

51. Question: Irrigation System C.10.9, Page C-69, How many boxes and zones are associated with this system?
Answer: **This information is provided and available in the Bidders Technical Library.**
52. Question: Irrigation System: How many blow out points in the system for winterization?
Answer: **This information is provided and available in the Bidders Technical Library.**
53. Question: Irrigation System: How many backflow preventors along with their size and locations?
Answer: **This information is provided and available in the Bidders Technical Library.**
54. Question: General Landscaping Question: Are there two or four flower rotations required?
Answer: **Two flower rotations - Oct and April-May timeframes**
55. Question: General Landscaping Question: Are new boxwoods required for the window planters each year and are summer plants required for these locations?
Answer: **No new boxwoods, unless dead - Annuals for flower boxes, two rotations.**
56. Question: General Landscaping Question: Please define animal carcass/waste removal.
Answer: **ANY animal, dead birds, rodents, etc. and ANY animal and/or human waste, utilizing PPE and heavy doubled plastic bags; transport to disposal container; and removal of container offsite. Employees must wear heavy gloves, paper respirator, and tongs or long handled tool to pick up dead carcass' and waste and place in a doubled plastic bag and seal securely. Bagged remains can then be placed in a regular container and be disposed with building trash.**
57. Question: General Landscaping Question: Can the Abelia shrubs at the side and the back of the building be pruned back substantially to promote healthy growth?
Answer: **Yes, once per year.**
58. Question: General Landscaping Question: Mowing frequencies indicate 32 mowings per season, is this number correct?
Answer: **Yes**
59. Question: General Landscaping Question: Watering frequencies for the flowers in the seasonal planters indicate 72, is this number correct?
Answer: **Yes**

AMENDMENT No. 002

Solicitation No. RFP No. 060101

60. Question: Section "B" what is the purpose of requesting Man-hour pricing for a Heavy Equipment Operator and a Heavy Equipment mechanic?
- Answer: **The Government has determined that these categories may be necessary.**
61. Question: Are all carpet replacement/repairs under \$2,000. the responsibility of the Contractor?
- Answer: **Yes**
61. Question: Are all painting repair/alteration under \$2,000. the responsibility of the Contractor.
- Answer: **Yes**
62. Question: Is interior/exterior window cleaning and Atrium glass cleaning the responsibility of the Contractor?
- Answer: **Yes**
63. Question: In the event of heavy snowfall is the Contractor required to haul snow from the site or are there specified areas for snow piling?
- Answers: **Yes, haul it away. No specified snow piling areas.**
64. Question: How many employees does the current contractor have on site and what are the employee categories?
- Answer: **Refer to the answer to question no. 17.**
65. Question: In order to comply with FAR 52.222-41F, the incumbent contractor's wage rates for all employees needs to be made available.
- Answer: **See Amendment No. 002, Attachments 29.**
66. Question: Are there any Unions in place for the Facilities Contractor, if so what Locals?
- Answer: **See answer to question No. 65.**
67. Question: Does FAR 52.232-25 Prompt Payment apply to this contract? If this regulation does not apply, what are the AOC's regulations regarding payment terms with respect to contractors.
- Answer: **No Prompt Payment Act does not apply to the AOC or the AO, however both agencies try to comply with the "spirit" of the Act in making timely payments within 30 days of receipt of a "Proper" invoice as defined in the contract.**
68. Question: On Page C-15 reference the 5th. Paragraph down and bolded it states: "Notwithstanding all of the above requirements, the government reserves the exclusive right to deny the Contractor's or subcontractor's employee access to the building at any time, for any reason,

AMENDMENT No. 002

Solicitation No. RFP No. 060101

and without explanation.”

We request how the “government” can justify this strong position that’s not based on some stated reasons or actions. Please clarify who in the “government” is authorized to have this so-called exclusive right.

Answer: The government would have good cause to enact this stipulation and would provide information to the contractor regarding the reasons at such time this action would be taken and/or complaint of potential harrassment or violence or notification from U.S. Capital Police or Department of Homeland Security of need to heighten security.

69. **Question:** C.4.7 Contractor Maintained Phones, Page C-34 The attachment 21 referenced in this section is not attached. Please provide in an amendment to confirm the number of phones and phones lines to be maintained.

Answer: The phone lines to be maintained by the Contractor are the telephones and associated phone lines for Security Guards, Pay Phones, and Building System Phones. For pricing purposes these costs will be paid to the Contractor as a reimbursable cost plus the Contractor’s fee as defined in Section B of the RFP. The government is in the process of having the Security Guards and Building System phones and lines transferred to the building’s internal PBX, at which time would result in eliminating the Contractor’s future/subsequent billing of costs and fees associated with these phones/lines. See Attachment - 30 for number of lines.

70. **Question:** C.6.1 Janitorial/Custodial Services, General, Page C-51, Last sentence of the first paragraph states, “The COTR has the sole discretion of accepting or rejecting any janitorial/custodial personnel.” Please clarify under what grounds or basis with the COTR use in determining who is acceptable or not.

Answer: Refer to Section C.3.1 and the answer to question 67.

71. **Question:** C.10.1 Landscape Maintenance Services, Page C-60, the attachment 22 referenced in this section is a Criminal History Record request form. Please clarify.

Answer: See answer to question 50.

72. **Question:** Section C.3.1, 4th paragraph down, Page C-15, It requires the Contractor to provide a detailed list of all on-site employees, including subcontractor employees to the COTR monthly. This report will contain very private information to include all individual’s SSN#. Please clarify what purpose is this list is to serve and who will maintain it for privacy and security purposes and/or where will it be securely stored? We have concerns this information will also be submitted electronically, which increases the possibility of these SSN#’s being compromised.

Answer: These reports will be safely secured and will be accessible by the CO, COTR, and government security personnel. The electronic submission can be submitted weekly via a diskette. Once an employee has been cleared to work in the TMFJB, the SSN can be

AMENDMENT No. 002

Solicitation No. RFP No. 060101

excluded from the electronic submission/disk.

73. Question: Section C.5.1, Page C-34, and C-35, Under the General paragraph the government requires maintenance of all security systems including X-ray, metal detectors, CCTV systems and duress alarms. Please clarify the frequency standard you are seeking for these particular pieces of equipment.
- Answer: **This equipment shall always be totally and completely operational and functional for its intent and purpose. At a minimum, maintenance shall be performed in accordance with the manufacturer requirements.**
74. Question: Section C.9.1.0, last paragraph, Page C-56, Mail Services calls for twice daily mail delivery to the COSC but makes no mention of the shuttle service. Please clarify that shuttle services for AO personnel is part of the requirement of this mail delivery services or not.
- Answer: **At this time shuttle services is not a part of this solicitation.**
75. Question: Section C.13.6, page C-83 and C-84, Additional Security Coverage requires the Contractor to maintain, at all times, an on-call reserve force. It further states that overtime rates will only be paid for hours worked outside of normal business hours. Please clarify that since the Government requires this "standby reserve force" and that with a minimum 2 hour response time and that no overtime hours can be billed, then it is safe to assume that this cost for maintaining a standby reserve force cost can be included in the security contractor's proposal beyond the stated hours of the staffing requirements as noted on page C-79. Is this correct?
- Answer: **Yes**
76. Question: Section G.3 under Key Personnel, page G-2, Under section (a), The government calls for a full-time Electrician. Our understanding is that there is no existing electrical preventative maintenance requirements for an electrician. Please clarify the duties of the Electrician since there is no listed preventative maintenance tasks or standard duties for this position.
- Answer: **Refer to Section G.4.3.**
77. Question: Section J, Attachments, Only the latest Local Area Wage Determination (LAWD) have been enclosed in the RFP. Please note that there are two existing Collective Bargaining Agreements (CBA's) in effect at this site. One for International Union of Operating Engineers, Local 99 (Engineering Staff) and one with the Service Employees International Union, Local 82 (Custodial Staff). Please provide or post copies of both these CBA's for review and wage and benefits determination for pricing purposes.
- Answer: **See Attachment 29, Amendment No. 002.**
78. Question: Will the contractor be responsible for maintenance and repair of the day care center and playground equipment?

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Answer: Yes, for all government furnished equipment in the child development center (Refer to Section C.5.8) and on the play court (refer to revised Section C.5.5.1 which adds "...play court surface and play court equipment, ...).

79. Question: How many security posts are manned?

Answer: There are currently 19 armed posts. This information is more detailed in the Standard Operating Procedures manual which is only available to the resultant awardee.

80. Question: How many hours of guard service are required per week?

Answer: It is the sole responsibility of the offeror to propose the sufficient number of guard service hours to meet the requirements of the RFP. The current number of guard hours under the existing contract is 1672.

81. Question: Are the security guards required to be CPR certified?

Answer: Yes, refer to Section C.13.3.

82. Question: It is our understanding that the RFP will be amended shortly. What is the expected date of this amendment?

Answer: See Amendment No. 002.

83. Question: It is our understanding that the due date will be changed. What is the new due date of the proposals?

Answer: See Amendment No. 002

84. Question: Since the amended proposal is not out as of today 5/19/06, is the due date for questions extended?

Answer: See Section L.2(b) of the solicitation.

85. Question: The RFP incorporates a wage determination issued 3/10/05 (WD No: 1994-2103, Revision 33). There is a later wage determination, issued 5/23/05 (WD No. 1994-2103 Revision 34 which upgrades the medical payment but does not change any hourly direct wages. Question: Will an amendment incorporate the later wage determination?

Answer: See Amendment No. 002.

86. Question: Reference Section I.17 - This section incorporates the Service Contract Act of 1965, as amended, into this RFP. A Wage Determination is appended in Section J, in accordance with the provision of the Service Contract Act. However, the RFP does not incorporate FAR 52.222-43 or its equivalent, providing for Price Adjustments under the Service contract Act. Question: Is it the Government's intention to include this FAR clause or its AOC equivalent?

AMENDMENT No. 002
Solicitation No. RFP No. 060101

Answer: See Section I, Amendment No. 002.

87. Question: Reference Section I.19 (2) - the last sentence of this subsection reads "A combined single limit for these coverages is acceptable; and/or". The following subsection discusses Workers' Compensation insurance coverage. Question: Is it the intent of the Government to indicate that the contractor may carry Automobile bodily liability insurance instead of Workers' Compensation insurance?

Answer: If the Contractor is providing the service than the requirement applies.

88. Question: Reference Section L.8.1 - This subsection references EFT information under Article G.1. However, article G.1 does not contain any reference to EFT. Can the government supply the correct reference?

Answer: See Section I.39, Amendment No. 002.

89. Question: Reference Section M Table of Contents - The first item in this Table of Contents is titled "Clauses Incorporated by Reference". However, there is no listing of clauses incorporated by reference in the text of Section M. Please clarify.

Answer: See Section M, Amendment No. 002.

90. Question: Section B requires a price per month, for two months, for "transition period". Section F.1.2 says that the phase-in should be from the date of contract award to 10/1/06. However, Section L.3.3.1 (f) says the contract award date will be 8/31/06. August 31, 2006 to October 1, 2006 is only one month. Please clarify.

Answer: See Amendment No. 002.

91. Question: Reference Section c.4.7, page C-34. Reference states that "contractor shall maintain the telephones and associated phone lines for the telephones listed in Attachment 21." However we were unable to locate Attachment 21. Question (a): Will this Attachment be provided? In addition, Attachment 14 and 18 are not provided in the RFP. Question (b): Will attachments 14 and 18 be provided?

Answer: See Amendment No. 002, Attachment No. J.30

ATTACHMENT:

Section B, Pages B-1 through B-B-20
Section C, Pages C-1 through C-79
Section E, Page E-1
Section F, Pages F-1 through F-7
Section G, Pages G-1 through G-17
Section I, Pages I-1 through I-49
Section J, Pages J-1 and J-2
Section L, Pages L-1 through L-15

AMENDMENT No. 002

Solicitation No. RFP No. 060101

Section M, Pages —1 through —5

Attachments

- J.8 Wage Determination, 9 pages
- J.15 TMFJB Cafeteria Equipment, 3 pages
- J.27 Incumbent Contractor Listing, 2 pages
- J.28 Landscape Maintenance, 3 pages
- J.29 Collective Bargaining Agreements, 31 pages
- J.30 Contractor Maintained Telephones, 1 page
- J.31 Site Visit Attendees, 4 pages
- J.32 Interested Parties List, 3 pages.

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Contract File

Project Manager -

Contracting Officer's Technical Representative -

Jurisdiction POC -

Accounting -

**SECTION B
SUPPLIES OR SERVICES AND PRICE/COST**

TABLE OF CONTENTS

SECTION	<u>ARTICLE NAME</u>	PAGE <u>No.</u>
B.1	GENERAL PURPOSE	B-2
B.2	TYPES OF SERVICES	B-2
B.3	PRICING INFORMATION	B-2
B.4	LIST OF SUBCONTRACTORS	B-5
B.5	SCHEDULE OF CONTRACT LINE ITEMS (CLIN'S)	B-5

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 GENERAL PURPOSE

The Contractor shall provide all management, administrative, and technical support, supervision, labor, all materials, supplies and equipment (except as otherwise specified herein), necessary to plan, schedule, coordinate, and carry-out all management, architectural, engineering, mechanical, electrical, plumbing, maintenance, repair functions to all building systems, as well as landscaping, trash removal, custodial, and security services at the Thurgood Marshall Federal Judiciary Building (TMFJB) specified in this Contract.

(End of Article)

B.2 TYPES OF SERVICES

There are two categories of services covered under this Contract:

.1 Monthly Services for which there is a firm fixed price per month for the required services (CLINs 0001 through 0009 in the Base Year, and 0x01 through 0x09 for option years), and

.2 Reimbursable Services, related materials, and management fee (all other CLINs which may be ordered by individually funded delivery orders.

(End of Article)

B.3 PRICING INFORMATION

.1 This Section B provides the prices to be paid for the supplies and services described in Section C, Statement of Work/Requirements.

.2 Separate Firm-Fixed-Prices shall be submitted for the base year and all of the four option years. All pricing shall be fully burdened and shall include all general, administrative and overhead expenses, and profit. Failure to provide prices for all items will be cause for rejection of offer.

.3 In the Schedule of Items, the CLINs for the base contract year are 0001 through 0014. For the option years, the following CLINs, can be substituted for the purposes of these instructions:

CLINs 0101 through CLINs 0114 - First option year, (October 1, 2007 through September 30, 2008)
CLINs 0201 through CLINs 0214 - Second option year, (October 1, 2008 through September 30, 2009)
CLINs 0301 through CLINs 0314 - Third option year, (October 1, 2009 through September 30, 2010)
CLINs 0401 through CLINs 0414 - fourth option year, (October 1, 2010 through September 30, 2011)

.3 The following descriptions are furnished to provide a clear understanding of the requirements of the various Contract Line Item Numbers (CLINs). CLINs 0001 through 0009 shall be used to identify the fixed cost associated with providing the related services. CLIN 0010 shall be used to identify the reimbursable costs associated with snow removal depending on the depth of snow. CLIN 0011 and CLIN 0012 and associated sub-CLINs shall be used to identify the actual hourly rates for the labor categories which shall be used in determining the labor costs proposed on reimbursable requests issued under this contract.

CLIN 0013, with the estimated direct material costs amount provided, shall be included in each offeror's proposed price and is for evaluation purposes only. CLIN 0014 shall be used to identify the percentage amount of the management fee which will be charged by the Contractor to the Government for reimbursable request.

CLIN 0001 FACILITIES MANAGEMENT

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies administrative overhead, and profit necessary to satisfy all requirements identified within Section C.4. This price shall include the cost of administering the building service request and tenant work order processing and all reporting requirements identified in Section C.4. This price shall also include the cost for actual performance of the building service requests. Not included is the cost for performance of infrastructure maintenance items such as preventive maintenance and infrastructure repair orders or performance of reimbursable tenant work orders which would exceed the \$2,500. threshold.

CLIN 0002 OPERATIONS OF ALL BUILDING EQUIPMENT AND SYSTEMS INCLUDING PREVENTIVE AND CORRECTIVE MAINTENANCE

the price shall include any and all cost associated with, but not limited to, all labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.5. This price shall include the cost of all preventive maintenance, generating and administering infrastructure repair orders, and all reporting requirements identified in Section C.5. This price shall also include the cost for the actual performance of the infrastructure repairs or replacement of less than \$2,500. per repair order. Not included is the cost for performance of tenant work order, building service requests or any cost recovered under another CLIN.

CLIN 0003 JANITORIAL/CUSTODIAL SERVICES

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.6. This price shall include the cost of administering the services of all reporting requirements identified in Section C.6. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0004 TRASH OR SOLID AND WET WASTE DISPOSAL/REMOVAL

the price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.7. This price shall include the cost of administering the services of all reporting requirements identified in Section C.7. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0005 INTEGRATED PEST MANAGEMENT

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.8. This price shall include the cost of administering the services of all reporting requirements identified in Section C.8. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0006 MAIL SERVICES

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.9. This price shall include the cost of administering the services of all reporting requirements identified in Section C.9. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0007 FLOOR COPIER SERVICES

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.9. This price shall include the cost of administering the services of all reporting requirements identified in Section C.9. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0008 LANDSCAPING, GROUND, AND PLANT MAINTENANCE

The price shall include any and all costs associated with, but not limited to, all on-site labor, management, materials, supplies, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.10. This price shall include the cost of administering the services of all reporting requirements identified in Section C.10. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0009 SECURITY

The price shall include any and all costs associated with, but not limited to, all manpower, supervision, transportation, equipment, and uniforms, not provided by the Government, administrative overhead, and profit necessary to satisfy all requirements identified within Section C.13. This price shall include the cost of administering the services of all reporting requirements identified in Section C.13. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0010 CLEARING SNOW/ICE, SHOVELING, PLOWING, SANDING/TREATMENTS AND REMOVAL

The prices shall be the total hourly rates, NOT the manhour rates, for snow and/or ice removal which will include all labor and equipment (except as otherwise specified herein) for occurrence of snow and/or ice that is 0-4", 4"-8" and 8" or more in depth/thickness to satisfy all reimbursable service requirements identified within Section C.11. These hourly rates shall not include the indirect costs (i.e. overhead and G&A) and profit that are included in Item 0014 - Management Fee. These hourly rates shall be used in determining the costs proposed on reimbursable requests issued under this contract. Not included is the cost for any labor or materials recovered under another CLIN.

CLIN 0011 REIMBURSABLE SERVICES DURING NORMAL HOURS OF OPERATIONS

The prices shall be the hourly rates for the labor categories listed **during normal hours of operation** to satisfy all reimbursable service requirements in the contract as well as for TENANT ALTERATIONS AND CONSTRUCTION PROJECTS identified in Section C.12. These hourly rates shall not include the indirect costs (e.g. overhead and G&A) and profit that are included in Item 0014 - Management Fee. These hourly rates shall be used in determining the labor costs proposed on reimbursable requests issued under this contract. Not included is the cost for any labor or materials recovered under another CLIN. The description of labor categories listed may be found in the following website: www.dol.gov

	Basic Contract Year					
	Facilities Management of the Thurgood Marshall Federal Judiciary Building					
	Contractor's Name:					
				BASE YR	BASE YR	
ITEM #	Description	QTY	U/M	Unit Price	Total Price	
000A	Phase-In	2	mo			
	FIRM FIXED PRICE ITEMS (MONTHLY SERVICES)					
0001-	Facilities Management	12	MO			
	Operations of all building equipment and systems including preventive and corrective maintenance					
0002-						
0002A	Building Infrastructure Maintenance	12	MO			
0002B	Architectural/Structural Maintenance	12	MO			
0002C	Operation, Maintenance, and Repair of All Elevators and Elevator Systems	12	MO			
0002D	Emergency Alarm and Signal Maintenance and Testing	12	MO			
0002E	Maintenance of Tenant Equipment	12	MO			
0002-	Sub-Total					
	Janitorial/Custodial Services and Related Services					
0003-						
0004-	Trash or Solid Waste Disposal/Removal					
0004A	Trash or Solid Waste Disposal/Removal	12	MO			
0004B	Recycling Program	12	MO			
0004C	Removal of Wet waste	12	MO			
0004-	Sub-total					
0005-	Integrated Pest Management	12	MO			
0006-	Mail Services	12	MO			
0007-	Floor Copier Services	12	MO			
	Landscaping, Grounds, and Plant Maintenance					
0008-						
0008A	Exterior Landscaping and Grounds Maintenance	12	MO			
0008B	Interior Atrium and Plant Maintenance	12	MO			
0008C	Seasonal Color Installation	12	MO			
0008D	Tree and Bed Mulch	12	MO			
0008-	Sub-Total					
0009-	Security Services	12	MO			
	TOTAL PRICE FOR FIXED PRICE CONTRACT LINE ITEMS 0001 THROUGH 0009					

ITEM #	Description	QTY	U/M	BASE YR Unit Price	BASE YR Total Price	
	<u>DIRECT MATERIAL COSTS AND MANAGEMENT FEE</u>			<u>BASIC CONTRACT YEAR</u>		
<u>ITEM #</u>	<u>Description</u>	<u>EST/%</u>			<u>Total Price</u>	
0013-	Direct Material Costs	Est.				
0014-	Management Fee (% of 0010 + 0011 + 0012 + 0013)	%				

1st Option Year 10/01/07 - 09/30/08					
Facilities Management of the Thurgood Marshall Federal Judiciary Building					
ITEM #	Description	QTY	U/M	1st OPTION Unit Price	1st OPTION Total Price
FIRM FIXED PRICE ITEMS (MONTHLY SERVICES)					
0101-	Facilities Management	12	MO		
	Operations of all building equipment and systems including preventive and corrective maintenance				
0102-	Building Infrastructure Maintenance	12	MO		
0102B	Architectural/Structural Maintenance	12	MO		
0102C	Operation, Maintenance, and Repair of All Elevators and Elevator Systems	12	MO		
0102D	Emergency Alarm and Signal Maintenance and Testing	12	MO		
0102E	Maintenance of Tenant Equipment	12	MO		
0102-	Sub-Total				
0103-	Janitorial/Custodial Services and Related Services	12	MO		
0104-	Trash or Solid Waste Disposal/Removal				
0104A	Trash or Solid Waste Disposal/Removal	12	MO		
0104B	Recycling Program	12	MO		
0104-	Sub-total				
0105-	Integrated Pest Management	12	MO		
0106-	Mail Services	12	MO		
0107-	Floor Copier Services	12	MO		
0108-	Landscaping, Grounds, and Plant Maintenance				
	Exterior Landscaping and Grounds				
0108A	Maintenance	12	MO		
0108B	Interior Atrium and Plant Maintenance	12	MO		
0108C	Seasonal Color Installation	12	MO		
0108D	Tree and Bed Mulch	12	MO		
0108-	Sub-Total				
0109-	Security Services	12	MO		
	TOTAL PRICE FOR FIXED PRICE CONTRACT LINE ITEMS 0101 THROUGH 0109				

ITEM #	Description	QTY	U/M	1st OPTION Unit Price	1st OPTION Total Price
REIMBURSABLE SERVICES					
FIRST OPTION YEAR					
ITEM #	Description	QTY	U/M	Unit Price	Total Price
**EST					
**Quantities are estimates only. The Government shall NOT be obligated to order any of these services.					
0110-	Snow and Ice Removal				
0110A	0 - 4"	15	HR		
0110B	4 - 8"	25	HR		
0110C	8" or More	35	HR		
0110-	Sub-Total				
Reimbursable Services During Normal					
0111-	Hours of Operation:				
0111A	General Laborer	120	MH		
0111B	General Maintenance Worker	120	MH		
	Heating, Refrigeration, and Air Conditioning				
0111C	Mechanic	25	MH		
0111D	Heavy Equipment Mechanic	15	MH		
0111E	Heavy Equipment Operator	25	MH		
0111F	Maintenance Electrician	145	MH		
0111G	Maintenance Carpenter	25	MH		
0111H	Maintenance Plumber	15	MH		
0111J	Maintenance Painter	100	MH		
0111K	Elevator Repairer	15	MH		
0111L	Elevator Repairer, Helper	15	MH		
0111M	Elevator Apprentice	15	MH		
0111N	Fire Alarm System Mechanic	15	MH		
0111P	Furniture Handler (Large Moves)	25	MH		
0111Q	Furniture Repairer	15	MH		
0111R	Upholsterer	15	MH		
0111S	Guard II	15	MH		
0111-	Sub-total				
Reimbursable Services Outside of Normal					
0112-	Hours of Operation:				
0112A	General Laborer	40	MH		
0112B	General Maintenance Worker	40	MH		
	Heating, Refrigeration, and Air Conditioning				
0112C	Mechanic	10	MH		
0112D	Heavy Equipment Mechanic	5	MH		
0112E	Heavy Equipment Operator	10	MH		
0112F	Maintenance Electrician	50	MH		
0112G	Maintenance Carpenter	10	MH		
0112H	Maintenance Plumber	5	MH		
0112J	Maintenance Painter	30	MH		
0112K	Elevator Repairer	5	MH		
0112L	Elevator Repairer, Helper	5	MH		
0112M	Fire Alarm System Mechanic	5	MH		
0112N	Furniture Handler (Large Moves)	10	MH		
0112P	Furniture Repairer	5	MH		
0112Q	Upholsterer	5	MH		
0112R	Guard II	5	MH		
0112-	Sub-Total				

	2nd Option Year 10/01/08 - 09/30/09				
	Facilities Management of the Thurgood Marshall Federal Judiciary Building				
ITEM #	Description	QTY	U/M	2nd OPTION Unit Price	2nd OPTION Total Price
	FIRM FIXED PRICE ITEMS (MONTHLY SERVICES)				
0201-	Facilities Management	12	MO		
	Operations of all building equipment and systems including preventive and corrective maintenance				
0202A	Building Infrastructure Maintenance	12	MO		
0202B	Architectural/Structural Maintenance	12	MO		
0202C	Operation, Maintenance, and Repair of All Elevators and Elevator Systems	12	MO		
0202D	Emergency Alarm and Signal Maintenance and Testing	12	MO		
0202E	Maintenance of Tenant Equipment	12	MO		
0202-	Sub-Total				
	Janitorial/Custodial Services and Related Services	12	MO		
0203-					
	Trash or Solid Waste Disposal/Removal				
0204A	Trash or Solid Waste Disposal/Removal	12	MO		
0204B	Recycling Program	12	MO		
0204-	Sub-total				
0205-	Integrated Pest Management	12	MO		
0206-	Mail Services	12	MO		
0207-	Floor Copier Services	12	MO		
	Landscaping, Grounds, and Plant Maintenance				
0208-	Exterior Landscaping and Grounds Maintenance	12	MO		
0208B	Interior Atrium and Plant Maintenance	12	MO		
0108C	Seasonal Color Installation	12	MO		
0108D	Tree and Bed Mulch	12	MO		
0208-	Sub-Total				
0209-	Security Services	12	MO		
	TOTAL PRICE FOR FIXED PRICE CONTRACT LINE ITEMS 0201 THROUGH 0209				

ITEM #	Description	QTY	U/M	2nd OPTION Unit Price	2nd OPTION Total Price
REIMBURSABLE SERVICES				SECOND OPTION YEAR	
ITEM #	Description	QTY	U/M	Unit Price	Total Price
	**Quantities are estimates only. The Government shall NOT be obligated to order any of these services.				
0210-	Snow and Ice Removal				
0210A	0 - 4"	15	HR		
0210B	4 - 8"	25	HR		
0210C	8" or More	35	HR		
0210-	Sub-Total				
	Reimbursable Services During Normal				
0211-	Hours of Operation:				
0211A	General Laborer	120	MH		
0211B	General Maintenance Worker	120	MH		
	Heating, Refrigeration, and Air Conditioning				
0211C	Mechanic	25	MH		
0211D	Heavy Equipment Mechanic	15	MH		
0211E	Heavy Equipment Operator	25	MH		
0211F	Maintenance Electrician	145	MH		
0211G	Maintenance Carpenter	25	MH		
0211H	Maintenance Plumber	15	MH		
0211J	Maintenance Painter	100	MH		
0211K	Elevator Repairer	15	MH		
0211L	Elevator Repairer, Helper	15	MH		
0211M	Elevator Apprentice	15	MH		
0211N	Fire Alarm System Mechanic	15	MH		
0211P	Furniture Handler (Large Moves)	25	MH		
0211Q	Furniture Repairer	15	MH		
0211R	Upholsterer	15	MH		
0211S	Guard II	15	MH		
0211-	Sub-total				
	Reimbursable Services Outside of Normal				
0212-	Hours of Operation:				
0212A	General Laborer	40	MH		
0212B	General Maintenance Worker	40	MH		
	Heating, Refrigeration, and Air Conditioning				
0212C	Mechanic	10	MH		
0212D	Heavy Equipment Mechanic	5	MH		
0212E	Heavy Equipment Operator	10	MH		
0212F	Maintenance Electrician	50	MH		
0212G	Maintenance Carpenter	10	MH		
0212H	Maintenance Plumber	5	MH		
0212J	Maintenance Painter	30	MH		
0212K	Elevator Repairer	5	MH		
0212L	Elevator Repairer, Helper	5	MH		
0212M	Fire Alarm System Mechanic	5	MH		
0212N	Furniture Handler (Large Moves)	10	MH		
0212P	Furniture Repairer	5	MH		
0212Q	Upholsterer	5	MH		
0212R	Guard II	5	MH		
0212-	Sub-Total				

ITEM #	Description	QTY	U/M	2nd OPTION Unit Price	2nd OPTION Total Price
	<u>DIRECT MATERIAL COSTS AND MANAGEMENT FEE</u>				
				<u>SECOND OPTION YEAR</u>	
ITEM #	Description	EST/%			Total Price
0213-	Direct Material Costs	Est.			
0214-	Management Fee (% of 0210 + 0211 + 0212 + 0213)	%			

Section B.4 Schedule of Items					
3rd Option Year 10/01/09 - 09/30/10					
Facilities Management of the Thurgood Marshall Federal Judiciary Building					
ITEM #	Description	QTY	U/M	3rd OPTION Unit Price	3rd OPTION Total Price
FIRM FIXED PRICE ITEMS (MONTHLY SERVICES)					
0301-	Facilities Management	12	MO		
0302-	Operations of all building equipment and systems including preventive and corrective maintenance				
0302A	Building Infrastructure Maintenance	12	MO		
0302B	Architectural/Structural Maintenance	12	MO		
0302C	Operation, Maintenance, and Repair of All Elevators and Elevator Systems	12	MO		
0302D	Emergency Alarm and Signal Maintenance and Testing	12	MO		
0302E	Maintenance of Tenant Equipment	12	MO		
0302-	Sub-Total				
0303-	Janitorial/Custodial Services and Related Services	12	MO		
0304-	Trash or Solid Waste Disposal/Removal				
0304A	Trash or Solid Waste Disposal/Removal	12	MO		
0304B	Recycling Program	12	MO		
0304C	Removal of Wet Waste	5	MO		
0304-	Sub-total				
0305-	Integrated Pest Management	12	MO		
0306-	Mail Services	12	MO		
0307-	Floor Copier Services	12	MO		
0308-	Landscaping, Grounds, and Plant Maintenance				
0308A	Exterior Landscaping and Grounds Maintenance	12	MO		
0308B	Interior Atrium and Plant Maintenance	12	MO		
0108C	Seasonal Color Installation	12	MO		
0108D	Tree and Bed Mulch	12	MO		
0308-	Sub-Total				
0309-	Security Services	12	MO		
TOTAL PRICE FOR FIXED PRICE CONTRACT LINE ITEMS 0301 THROUGH 0309A					

ITEM #	Description	QTY	U/M	3rd OPTION Unit Price	3rd OPTION Total Price
REIMBURSABLE SERVICES				THIRD OPTION YEAR	
ITEM #	Description	**EST QTY	U/M	Unit Price	Total Price
**Quantities are estimates only. The Government shall NOT be obligated to order any of these services.					
0310-	Snow and Ice Removal				
0310A	0 - 4"	15	HR		
0310B	4 - 8"	25	HR		
0310C	8" or More	35	HR		
0310-	Sub-Total				
Reimbursable Services During Normal					
0311-	Hours of Operation:				
0311A	General Laborer	120	MH		
0311B	General Maintenance Worker	120	MH		
	Heating, Refrigeration, and Air Conditioning				
0311C	Mechanic	25	MH		
0311D	Heavy Equipment Mechanic	15	MH		
0311E	Heavy Equipment Operator	25	MH		
0311F	Maintenance Electrician	145	MH		
0311G	Maintenance Carpenter	25	MH		
0311H	Maintenance Plumber	15	MH		
0311J	Maintenance Painter	100	MH		
0311K	Elevator Repairer	15	MH		
0311L	Elevator Repairer, Helper	15	MH		
0311M	Elevator Apprentice	15	MH		
0311N	Fire Alarm System Mechanic	15	MH		
0311P	Furniture Handler (Large Moves)	25	MH		
0311Q	Furniture Repairer	15	MH		
0311R	Upholsterer	15	MH		
0311S	Guard II	15	MH		
0311-	Sub-total				
Reimbursable Services Outside of Normal					
0312-	Hours of Operation:				
0312A	General Laborer	40	MH		
0312B	General Maintenance Worker	40	MH		
	Heating, Refrigeration, and Air Conditioning				
0312C	Mechanic	10	MH		
0312D	Heavy Equipment Mechanic	40	MH		
0312E	Heavy Equipment Operator	40	MH		
0312F	Maintenance Electrician	10	MH		
0312G	Maintenance Carpenter	5	MH		
0312H	Maintenance Plumber	10	MH		
0312J	Maintenance Painter	50	MH		
0312K	Elevator Repairer	10	MH		
0312L	Elevator Repairer, Helper	5	MH		
0312M	Elevator Apprentice	15	MH		
0312N	Fire Alarm System Mechanic	30	MH		
0312P	Furniture Handler (Large Moves)	5	MH		
0312Q	Furniture Repairer	5	MH		
0312R	Upholsterer	5	MH		
0312S	Guard II	10	MH		
0312-	Sub-Total				
DIRECT MATERIAL COSTS AND MANAGEMENT FEE					

ITEM #	Description	QTY	U/M	3rd OPTION Unit Price	3rd OPTION Total Price
ITEM #	Description				
0313-	Direct Material Costs				
		EST/%			
0314-	Management Fee (% of 0310 + 0311 + 0312 + 0313)				
		Est.			
		%			

Section B.4 Schedule of Items					
4th Option Year 10/01/10 - 09/30/11					
Facilities Management of the Thurgood Marshall Federal Judiciary Building					
ITEM #	Description	QTY	U/M	4th OPTION Unit Price	4th OPTION Total Price
FIRM FIXED PRICE ITEMS (MONTHLY SERVICES)					
0401-	Facilities Management	12	MO		
	Operations of all building equipment and systems including preventive and corrective maintenance				
0402-					
0402A	Building Infrastructure Maintenance	12	MO		
0402B	Architectural/Structural Maintenance	12	MO		
0402C	Operation, Maintenance, and Repair of All Elevators and Elevator Systems	12	MO		
0402D	Emergency Alarm and Signal Maintenance and Testing	12	MO		
0402E	Maintenance of Tenant Equipment	12	MO		
0402-	Sub-Total				
0403-	Janitorial/Custodial Services and Related Services	12	MO		
0404-	Trash or Solid Waste Disposal/Removal				
0404A	Trash or Solid Waste Disposal/Removal	12	MO		
0404B	Recycling Program	12	MO		
0404C	Removal of Wet Waste	12	MO		
0404-	Sub-total				
0405-	Integrated Pest Management	12	MO		
0406-	Mail Services	12	MO		
0407-	Floor Copier Services	12	MO		
0408-	Landscaping, Grounds, and Plant Maintenance				
	Exterior Landscaping and Grounds Maintenance	12	MO		
0408B	Interior Atrium and Plant Maintenance	12	MO		
0108C	Seasonal Color Installation	12	MO		
0108D	Tree and Bed Mulch	12	MO		
0408-	Sub-Total				
0409-	Security Services	12	MO		
	TOTAL PRICE FOR FIXED PRICE CONTRACT LINE ITEMS 0401 THROUGH 0409				

ITEM #	Description	QTY	U/M	4th OPTION Unit Price	4th OPTION Total Price	
	REIMBURSABLE SERVICES					
		**EST				
ITEM #	Description	QTY	U/M	Unit Price	Total Price	
	FOURTH OPTION YEAR					
	**Quantities are estimates only. The Government shall NOT be obligated to order any of these services.					
0410-	Snow and Ice Removal					
0410A	0 - 4"	15	HR			
0410B	4 - 8"	25	HR			
0410C	8" or More	35	HR			
0410-	Sub-Total					
	Reimbursable Services During Normal					
0411-	Hours of Operation:					
0411A	General Laborer	120	MH			
0411B	General Maintenance Worker	120	MH			
	Heating, Refrigeration, and Air Conditioning					
0411C	Mechanic	25	MH			
0411D	Heavy Equipment Mechanic	15	MH			
0411E	Heavy Equipment Operator	25	MH			
0411F	Maintenance Electrician	145	MH			
0411G	Maintenance Carpenter	25	MH			
0411H	Maintenance Plumber	15	MH			
0411J	Maintenance Painter	100	MH			
0411K	Elevator Repairer	15	MH			
0411L	Elevator Repairer, Helper	15	MH			
0411M	Elevator Apprentice	15	MH			
0411N	Fire Alarm System Mechanic	15	MH			
0411P	Furniture Handler (Large Moves)	25	MH			
0411Q	Furniture Repairer	15	MH			
0411R	Upholsterer	15	MH			
0411S	Guard II	15	MH			
0411-	Sub-total					
	Reimbursable Services Outside of Normal					
0412-	Hours of Operation:					
0412A	General Laborer					
0412B	General Maintenance Worker					
	Heating, Refrigeration, and Air Conditioning					
0412C	Mechanic					
0412D	Heavy Equipment Mechanic	40	MH			
0412E	Heavy Equipment Operator	40	MH			
0412F	Maintenance Electrician	10	MH			
0412G	Maintenance Carpenter	5	MH			
0412H	Maintenance Plumber	10	MH			
0412J	Maintenance Painter	50	MH			
0412K	Elevator Repairer	10	MH			
0412L	Elevator Repairer, Helper	5	MH			
0412M	Elevator Apprentice	15	MH			
0412N	Fire Alarm System Mechanic	30	MH			
0312P	Furniture Handler (Large Moves)	5	MH			
0312Q	Furniture Repairer	5	MH			
0312R	Upholsterer	5	MH			
0312S	Guard II	10	MH			
0412-	Sub-Total					
	DIRECT MATERIAL COSTS AND					
	MANAGEMENT FEE					

ITEM #	Description	QTY	U/M	4th OPTION Unit Price	4th OPTION Total Price	
ITEM #	Description					
0413-	Direct Material Costs					
		EST/%				
	Management Fee (% of 0410 + 0411 + 0412					
0414-	+ 0413)	Est.				
		%				

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
C.1	BACKGROUND	C-13
C.2	SCOPE OF WORK	C-13
C.3	GENERAL REQUIREMENTS	C-13
C.3.1	Contractor Employee Requirements	C-13
C.3.2	Standards	C-14
C.3.2.1	General	C-14
C.3.2.2	Indoor Air Quality	C-15
C.3.2.3	Elevators	C-15
C.3.2.4	Safety, Fire Protection and Accident Investigation	C-15
C.3.2.5	Other References	C-15
C.3.3	Contracting Officer's Technical Representative	C-15
C.3.4	Service Subcontracts	C-15
C.3.5	Phase-In/Phase-out Planning	C-16
C.3.5.1	Phase-In Transition Plan/Duties	C-16
C.3.5.1.1	Existing Deficiencies Inspections	C-16
C.3.5.2	Phase-out/Phase-In Transition	C-17
C.3.6	Contractor Space	C-17
C.4	FACILITIES MANAGEMENT	C-17
C.4.1	Facilities Management Responsibilities	C-18
C.4.1.1	Building Systems	C-18
C.4.1.2	Documentation	C-18
C.4.1.3	Hours of Operation	C-18

C.4.1.3.1	Outside Normal Hours of Operation	C-19
C.4.1.3.2	Federal Holidays	C-19
C.4.1.3.3	Early or Unscheduled Closures	C-19
C.4.2	Building Inventory	C-19
C.4.2.1	Government Furnished Property	C-20
C.4.2.2	Services, Supplies, Materials, Equipment and Utilities Furnished by the Contractor	C-20
C.4.3	Request For Building Services	C-20
C.4.3.1	Routine Requests	C-21
C.4.3.2	Urgent Request	C-21
C.4.3.3	Emergency Request	C-22
C.4.3.4	TMFJB Building Service Request	C-22
C.4.3.4.1	Building Service Request Thresholds	C-22
C.4.3.5	Reimbursable Request	C-23
C.4.3.5.1	Reimbursable Labor Costs	C-23
C.4.3.5.2	Reimbursable Materials Costs	C-23
C.4.3.5.3	Miscellaneous Services	C-23
C.4.3.5.4	Invoicing	C-24
C.4.3.5.5	Tenant Work Orders	C-24
C.4.3.5.5.1	Move Management Request	C-24
C.4.3.5.6	Tenant Work Order Thresholds	C-25
C.4.3.5.7	Infrastructure Repair Orders	C-26
C.4.3.5.8	Infrastructure Repair Order Thresholds	C-26
C.4.3.5.9	Service Request/Work Order/Repair Order Tracking	C-26
C.4.3.5.10	AOC 52.228-5 Performance and Payment Bonds Construction	C-26
C.4.4	Continuity of Services	C-26

C.4.4.1	Emergency Operating Plan	C-27
C.4.4.2	Emergency Personnel Requirements	C-27
C.4.5	Tenant Relations Program	C-27
C.4.6	Building Service Quality Control Program	C-27
C.4.6.1	Quality Control Inspections	C-28
C.4.6.1.1	Quality Control Inspections of Operation and Maintenance Services	C-28
C.4.6.1.2	Quality Control Inspections of Janitorial/Custodial Services	C-28
C.4.6.1.3	Quality Control Inspections of Guard Services	C-29
C.4.6.2	Indoor Air Quality	C-29
C.4.6.2.1	Radon Measurement And Corrective Action	C-30
C.4.6.3	Semiannual Indoor Air Quality Assessment and Report	C-30
C.4.7	Contractor Maintained Telephones	C-30
C.5	OPERATIONS OF ALL BUILDING EQUIPMENT AND SYSTEMS INCLUDING PREVENTIVE AND CORRECTIVE MAINTENANCE	C-30
C.5.1	General	C-30
C.5.2	Operational Requirements	C-31
C.5.3	Building Infrastructure Maintenance	C-33
C.5.3.1	Preventive Maintenance Requirements	C-33
C.5.3.1.1	Inspections	C-33
C.5.3.1.2	Housekeeping	C-33
C.5.3.1.3	Inventory	C-33
C.5.3.2	Preventive Maintenance (PM)	C-33
C.5.3.2.1	PM Schedule	C-34
C.5.3.2.2	PM Database	C-34
C.5.3.2.3	PM Guides	C-34
C.5.3.2.4	Performing PM	C-35

C.5.3.2.5	Reporting PM Performance	C-35
C.5.4	Corrective Maintenance and Repairs	C-36
C.5.4.1	Corrective Maintenance and Repairs in excess of \$2000.	C-36
C.5.4.2	Recording Performance of Repairs	C-36
C.5.5	Architectural/Structural Maintenance	C-37
C.5.5.1	Exterior	C-37
C.5.5.2	Interior	C-37
C.5.5.3	Level of Maintenance	C-38
C.5.5.3.1	High Traffic Areas	C-38
C.5.5.4	Coordination of Work	C-38
C.5.5.5	Appearance	C-38
C.5.5.6	Replacements	C-38
C.5.6.	Operation, Maintenance and Repair of All Elevators and Elevator Systems	C-38
C.5.6.1	General	C-39
C.5.6.1.1	Acceptable Level of Maintenance	C-39
C.5.6.1.2	Cleanliness	C-39
C.5.6.2	Elevator PM Schedule	C-39
C.5.6.3	Elevator Performance	C-39
C.5.6.4	Elevator Testing	C-40
C.5.6.5	Continuity of Operations	C-40
C.5.6.5.1	Elevator Emergencies	C-40
C.5.6.5.2	Operation After Emergencies	C-40
C.5.6.6	Work Schedule Coordination	C-40
C.5.6.7	Elevator Corrective Repairs	C-40
C.5.6.8	Elevator Data Management	C-41
C.5.6.9	Elevator PM Check Charts	C-41

C.5.6.10	Elevator Records	C-41
C.5.6.11	Documentation	C-41
C.5.6.12	Traffic Analysis	C-41
C.5.6.13	Elevator Supplies, Materials, Equipment and Replacement Parts	C-42
C.5.7	Emergency Systems Maintenance, Testing, and Inspection	C-43
C.5.7.1	Fire Alarm Control Equipment	C-43
C.5.7.2	System Testing Requirement	C-44
C.5.8	Maintenance of Government Owned Equipment/Property	C-44
C.6	JANITORIAL/CUSTODIAL SERVICES	C-45
C.6.1	General	C-45
C.6.1.1	Quality Requirements	C-45
C.6.2	Cleaning Equipment and Supplies	C-45
C.6.3	Contract Effort Required	C-45
C.6.3.1	Schedule of Janitorial Services	C-46
C.6.4	Scheduling Work	C-46
C.6.5	Special Events	C-46
C.7	TRASH OR SOLID AND WET(FOOD) WASTE DISPOSAL/REMOVAL	C-46
C.7.1	General	C-46
C.7.2	Solid Waste/Wet (Food) Waste	C-47
C.7.3	Disposal Facility	C-47
C.7.4	Recycling Program	C-47
C.7.4.1	Limitations	C-47
C.7.4.2	Reporting Requirements	C-47
C.7.4.3	Proceeds From Sale of Recyclables	C-48
C.8	PEST CONTROL REQUIREMENTS	C-48

C.8.1	Pest Control Plan	C-48
C.8.2	Pesticide	C-48
C.8.3	Bait Boxes	C-49
C.8.4	Pest Control Logbook	C-49
C.8.5	Pest Control Recommendations	C-49
C.9	MAIL SERVICES/FLOOR COPIER SERVICES	C-49
C.9.1	Mail Services	C-49
C.9.1.0	Mail Services to COSC	C-50
C.9.1.1	Accountable Mail	C-50
C.9.1.2	Non-USPS Carriers	C-50
C.9.1.3	Delivery and Pickup of Mail	C-50
C.9.1.4	Preparation of Outgoing USPS Mail	C-50
C.9.1.5	Preparation of Non-USPS Shipments	C-50
C.9.1.6	Forms/Materials	C-51
C.9.1.7	Hours of Service	C-51
C.9.1.8	Reporting	C-51
C.9.1.9	Work Space	C-51
C.9.1.10	Work Space Maintenance/Repair	C-51
C.9.1.11	Mail Center Security	C-51
C.9.1.11.1	Equipment/Property Responsibility	C-51
C.9.1.12	Agency Mail Representatives	C-52
C.9.1.13	Mail Center Employee Appearance	C-52
C.9.2	Floor Copier Services	C-52
C.9.2.1	Inspections of Agency Floor Copier Rooms	C-52
C.9.2.2	Storage Paper Inventory	C-52
C.10	LANDSCAPING, GROUNDS, AND PLANT MAINTENANCE	C-53

C.10.1	Landscaping Maintenance Services	C-53
C.10.1.1	Warranties and Safety	C-53
C.10.1.1.1	Warranties	C-53
C.10.1.1.2	Safety	C-53
C.10.1.2	Scheduling	C-53
C.10.1.3	Landscape Maintenance Inspections	C-54
C.10.1.3.1	Weekly Inspections	C-54
C.10.1.3.2	Weekly Maintenance Worksheet	C-54
C.10.1.3.3	Monthly Landscape Maintenance Worksheet	C-54
C.10.1.3.4	Service Description and Specifications	C-54
C.10.2	TURF MAINTENANCE	C-54
C.10.2.1	Mowing	C-54
C.10.2.2	Edging	C-54
C.10.2.3	Turf Overseeding	C-54
C.10.2.4	Fertilization	C-55
C.10.2.5	pH Adjustment	C-55
C.10.2.6	Insect and Disease Control	C-55
C.10.2.7	Water	C-55
C.10.2.8	Turf Weed Control	C-55
C.10.2.9	Monofilament Trim	C-55
C.10.2.10	Top Dress Turf	C-55
C.10.2.11	Damage to Irrigation System	C-55
C.10.3	SHRUB AND GROUNDCOVER MAINTENANCE	C-56
C.10.3.1	Pruning	C-56
C.10.3.2	Fertilization	C-56
C.10.3.3	pH Adjustment	C-56

C.10.3.4	Insect and Disease Control	C-56
C.10.3.5	Water	C-56
C.10.3.6	Bed Weed Control	C-56
C.10.3.7	William Penn Barberry	C-56
C.10.4	TREE MAINTENANCE	C-57
C.10.4.1	Pruning	C-57
C.10.4.2	Fertilization	C-57
C.10.4.3	Insect and Disease Control	C-57
C.10.4.4	Water	C-57
C.10.4.5	Staking	C-57
C.10.5	SEASONAL COLOR MAINTENANCE	C-57
C.10.5.1	Bed Preparation	C-57
C.10.5.2	Seasonal Color Replacement	C-58
C.10.5.3	Deadheading and Pruning	C-58
C.10.5.4	Fertilization	C-58
C.10.5.6	Holiday Poinsettia	C-58
C.10.5.7	Insect and Disease Control	C-58
C.10.5.8	Watering	C-58
C.10.5.9	Bed Weed Control	C-58
C.10.5.10	Perennial Maintenance	C-59
C.10.5.11	Windowsill Planters	C-59
C.10.6	MULCHING FOR TREE AND SHRUB BED AREAS	C-59
C.10.6.1	Mulch	C-59
C.10.6.2	Trenching	C-59
C.10.7	GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL	C-59

C.10.7.1	Clean Up Procedures	C-59
C.10.7.2	Animal Carcasses	C-60
C.10.7.3	Grounds Trash Containers	C-60
C.10.7.4	Weed Control	C-60
C.10.7.5	Disposal of Debris	C-60
C.10.7.6	Severe Weather Cleanup	C-60
C.10.7.7	Typical Weather Cleanup	C-60
C.10.8	LEAF REMOVAL	C-60
C.10.8.1	Leaf Collection	C-60
C.10.8.2	Disposal of Debris	C-60
C.10.8.3	Plant Material Disposal	C-60
C.10.9	IRRIGATION SYSTEMS	C-61
C.10.9.1	Irrigation Inspection and Management	C-61
C.10.9.2	Irrigation System Maintenance, Repairs and Replacement	C-61
C.10.9.3	Water and Electrical Consumption	C-61
C.10.10	LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL	C-61
C.10.10.1	Interior Atrium and Plant Maintenance	C-62
C.10.10.2	Planter Irrigation System	C-62
C.11	CLEARING SNOW/ICE, SHOVELING, PLOWING, SANDING/TREATMENTS AND REMOVAL	C-62
C.11.1	Government Furnished Equipment	C-62
C.11.2	Contractor Furnished Equipment	C-63
C.11.3	Chemicals	C-63
C.11.4	Snow Plowing	C-63
C.11.5	Snow Removal	C-63
C.11.6	Additional Snow/Ice Removal	C-63

C.11.7	Snow/Ice Removal Plan	C-63
C.12	ARCHITECTURAL AND ENGINEERING (A&E) DESIGN, TENANT ALTERATIONS, AND CONSTRUCTION PROJECTS	C-63
C.12.1	General	C-63
C.12.2	Tenant Work Orders	C-64
C.12.3	Tenant Project Management Requirements	C-64
C.12.4	Tenant Site Alteration Plan	C-64
C.12.5	Requests for A&E Design Services	C-64
C.12.5.1	A&E Design Preparation	C-64
C.12.6	Requests for Alteration/Construction Projects	C-65
C.12.6.1	Alteration/Construction Project Bid Process	C-65
C.12.6.1.1	Alteration/Construction Subcontracts with A&E Design Subcontractor	C-65
C.12.6.1.2	Bid/Proposal Competition Requirement	C-65
C.12.6.1.3	Bid/Proposal Noticing Requirement	C-65
C.12.6.2	Response to Tenant Request for Alteration/Construction Projects	C-66
C.12.6.2.1	Bid Record Keeping Requirement	C-66
C.12.6.3	Project Coordination and Management	C-66
C.12.6.4	Inspections	C-66
C.12.6.5	Time Requirements	C-66
C.12.7	As-Built Drawings/Floor Plan Updates	C-67
C.12.8	Building Emergency Systems Requirements	C-68
C.13	SECURITY	C-68
C.13.1	Security of the Building	C-68
C.13.2	Security Force Standard Operating Procedures	C-68
C.13.3	Security Workforce	C-68
C.13.3.1	Building Security Staffing Requirement	C-69

C.13.4	Primary Security Officers Duties	C-70
C.13.4.1	Entrance Control	C-70
C.13.4.2	Tour Eye Rounds	C-70
C.13.4.3	Posts	C-71
C.13.4.4	Escort Duties	C-71
C.13.4.5	Law and Order	C-71
C.13.4.5.1	U.S. Capitol Police	C-71
C.13.4.6	Reports and Records	C-71
C.13.4.7	Garage Parking	C-72
C.13.4.8	Lost and Found Articles/Items	C-72
C.13.4.9	“Code Adam” Alert	C-72
C.13.4.10	Homeland Security Alert Levels	C-72
C.13.5	Work Restrictions	C-72
C.13.6	Additional Security Coverage	C-73
C.13.6.1	Building Special Services	C-73
C.13.6.2	Emergencies	C-74
C.13.7	Firearms Proficiency	C-74
C.13.7.1	DC License Requirement	C-74
C.13.8	Security Personnel Dress Standards	C-74
C.13.8.1	General	C-74
C.13.8.2	Uniforms on Work Site	C-75
C.13.8.3	Supplementary Items	C-75
C.13.8.4	Maintaining Appearance	C-75
C.13.9	Contractor Furnished Property	C-75
C.13.9.1	Inspections of Contractor Furnished Equipment	C-76

C.13.9.2	Government Owned Access Control and Perimeter Surveillance Equipment Training	C-76
C.13.10	Mandatory Security Services Reports	C-76
C.13.10.1	Post One Assignments	C-77
C.13.10.2	Sign-In Logs	C-77
C.13.10.3	Incident Reports	C-77
C.13.10.4	Alpha Wand Data Logger	C-77
C.13.10.5	Building Key control Log	C-77
C.13.10.6	Unlocking Door Requests Log	C-78
C.13.10.7	Lost and Found Log	C-78
C.13.10.8	Firearms Log/Firearms and Equipment Control Log	C-78
C.13.10.9	Monthly Report	C-78
C.13.11	Orientation and Training	C-78
C.14	MECHANIC AND CONSTRUCTION LIENS	C-79

C.1 BACKGROUND

This requirement is for facilities management and maintenance of the Thurgood Marshall Federal Judiciary Building (TMFJB), and grounds/property. The TMFJB has multiple tenant agencies for which this contract shall provide its services. Additionally, the building has a cafeteria with food service staff under a separate contract, fitness center, data centers, health unit, credit union, child development center, education center, multiple conference facilities, broadcasting studios, video conferencing facilities, and libraries for which this contract shall provide its services. The building has a total area of approximately one (1) million square feet consisting of approximately 600,000 rentable square feet.

C.2 SCOPE OF WORK

The Contractor shall be required to manage and maintain the TMFJB in a manner which is consistent with industry standards and practices for a Building and Operations Management Association (BOMA) Class A building with “. . . high quality standard finishes, state of the art systems, and a definite market presence. . .”, located in the central business district of a major metropolitan city, with high level, prestigious tenants. The facilities management services shall be in accordance with guidelines set forth in the latest editions of International Code Council Standards, the Building and Operations Management Association (BOMA), and the Institute of Real Estate Management (IREM) practices.

The specifications provided herein are a statement of the minimum level of work and services that the Contractor shall provide. They are not intended to be, nor shall they be construed as, either maximum performance levels or limitations on the effort the Contractor must expend to accomplish the desired level of performance to ensure efficient operation and maintenance of the building at the highest standards. At a minimum, the Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the TMFJB and property.

Determination of the man-hours or labor hours required to perform the work specified herein is solely the responsibility of the Contractor. No statement in these requirements shall be construed as being contrary to the Contractor's responsibility.

C.3 GENERAL REQUIREMENTS

C.3.1 Contractor Employee Requirements

Every Contractor on-site employee shall present a neat and clean appearance and wear a uniform that clearly identifies the company and employee's full name attached in a permanent or semi-permanent manner, such as a badge or monogram. In addition, ALL on-site employees shall wear a picture identification badge, which is clearly attached to the front of the employee's uniform or displayed on a chain around the employee's neck.

The Contractor's on-site employees (to include all of its subcontractor's on-site employees) shall not report for work at the TMFJB until the Contractor has conducted a Criminal Background Investigation resulting in a clean record for felony convictions and a drug screen test. If numerous misdemeanor convictions are indicated, this may be evidence enough to determine the employee has a "criminal record" undesirable for employment at the TMFJB. The Criminal Background Investigation Report, or a certified copy, shall be maintained on-site and accessible to the COTR at all times.

At any time during the contract, should the COTR have "good cause" to request a subsequent Criminal Background Investigation or Drug Testing of any employee, (i.e., suspicious or major change in the employee's behavior, accusations brought to the government's attention, etc.), the Contractor shall immediately take appropriate actions to conduct the subsequent investigation/testing and if deemed necessary,

remove the employee from the TMFJB.

Additionally, at each “on-site” employee’s 3-year anniversary of continual employment at the TMFJB, the Contractor shall perform a basic background re-investigation/check of computer records including criminal, motor vehicle, and credit, plus a drug screening test.

The Contractor shall maintain a listing of all on-site employees (its own and subcontractors), which contains the employees name, address, social security number, date of birth, place of birth, start date of employment at the TMFJB, background investigation/drug testing information, and labor category the employee is filling. This information shall be provided to the COTR, as an updated report no later than the 10th calendar day of each month. The report shall be presented in a manner which clearly identifies the “on-site” employees sorted first by the Contractor/Subcontractor for which they are employed, second, alphabetically, and third, by the start date of employment at the TMFJB. An annual report, capturing and summarizing the previous 12-months reported data, shall be submitted to the COTR via hard copy and electronically, at the 10th business day in January of each subsequent contract year.

Notwithstanding all of the above requirements, the government reserves the exclusive right to deny the Contractor’s or subcontractor’s employees access to the building at any time, for any reason, and without explanation.

C.3.2 Standards

The Contractor is required to operate, maintain, and protect the TMFJB in a manner consistent with industry standards and practices of a BOMA Class A commercial office building as described in Section C.2.

For any maintenance and/or operational services performed at/on the TMFJB systems and landscape (interior and exterior), which could have any impact whatsoever on the tenants and visitors at the TMFJB, immediately upon the Contractor’s knowledge/awareness of the potential impact, the Contractor shall notify the COTR of the service to be performed, or the situation at hand, and the potential impact. The Contractor shall fully and completely coordinate the service/situation with the COTR and obtain concurrence and/or approval from the COTR prior to any such services being performed or situation handled/resolved. In these instances, the term “Contractor” shall mean any of the Contractor’s Key Personnel, not just the Contractor’s Property Manager. (Example: A security risk/issue is brought to the attention of the Security Manager by one of the security officers or one of the tenants. The Security Manager shall immediately and concurrently notify the COTR and Property Manager.)

The facilities management and maintenance services shall meet or exceed the standards set forth in the current editions of the following publications and others identified in the contract:

C.3.2.1 General

The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) requirements to ensure that a safe and healthy environment is continually maintained for all tenants and visitors.

- a. Occupational Safety and Health Standards for General Industry 29 CFR 1910
- b. Safety and Health Regulations for Construction 29 CFR 1926
- c. Basic Program Elements for Federal Employee OSHA Program and Matters 29 CFR 1960
- d. American with Disabilities Act (ADAAG) and Uniform Federal Accessibility Standards and Guidelines (UFAS)

- e. International Building Code (International Code Council)
- f. American Governmental Industrial Hygienists Threshold Limit Value for Chemical Substances and Physical Agents and Biological Exposure Indices
- g. Federal Standard 313: Preparation and the Submission of Material Safety Data Sheets

C.3.2.2 Indoor Air Quality

- a. American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. Standards (ASHRAE)
- b. Ventilation for Acceptable Indoor Air Quality (ASHRAE-62.1)
- c. Standard for Thermal Environmental Conditions for Human Occupancy (ANSI/ASHRAE-55)
- d. Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air Conditioning and Refrigeration System (ASHRAE-111)

C.3.2.3 Elevators

- a. American National Standards Institute (ANSI) and the American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators ANSI/ASME A17.1
- b. Elevator and Escalator Inspection Manual ANSI/ASME A17.2
- c. ADAAG standards and guidelines

C.3.2.4 Safety, Fire Protection and Accident Investigation

- a. National Fire Protection Association (NFPA) Codes and Standards including the Life Safety Code and the National Electrical Code
- b. National Safety Council Accident Investigation: A New Approach

C.3.2.5 Other References

- a. Environmental Protection Agency (EPA): National Emission Standards for Hazardous Air Pollutants (40 CFR 61); Hazardous Waste Management (40 CFR 260-270, 302, 355, 370)
- b. Institute of Real Estate Management (IREM)
- c. Building codes and regulations listed in Attachment 12.
- d. AOC Design Standards (Attachment 25)
- e. AOC Design Manual (Attachment 25)

C.3.3 Contracting Officer's Technical Representative

The Contracting Officer (CO) shall designate Contracting Officer's Technical Representatives (COTR) to perform contract administration functions. The CO shall provide the contractor with a list of COTR's within 14 calendar days after contract award.

C.3.4 Service Subcontracts

Within 30 calendar days after contract award, the Contractor shall provide the COR and CO copies of any contracts or subcontracts entered into to provide services covered under this contract.

C.3.5 Phase-In/Phase-out Planning

C.3.5.1 Phase-In Transition Plan/Duties

The Contractor shall be responsible for developing a “phase-in transition plan”, and performing phase-in transition duties prior to the contract start date. The phase-in transition plan must be a mutually agreeable plan to be coordinated with the present Contractor’s phase-out/phase-in operations. The phase-in transition plan must be submitted to the COTR for approval no later than 7 calendar days after contract award. The phase-in transition period shall commence no less than 24 hours after award date. During this period, the Contractor shall recruit, hire, and train personnel in order to provide for 100% operational capability on the contract start date.

During the phase-in transition period, the Contractor shall have access to the TMFJB and areas covered by this contract, plus access to Architect of the Capitol engineers or current Contractor personnel. This access to the present Contractor personnel shall only be limited by the need to continue to provide a full level of operation and maintenance services during the transition period.

The Contractor shall be allowed to observe all operations and will have total access to available technical data/manuals. The present Contractor will provide orientation to the conditions of the areas covered under this contract; show the Contractor equipment locations; discuss operating needs; and provide the aforementioned operational documents. The Contractor shall be reimbursed by the Government for costs incurred during this phase-in period.

C.3.5.1.1 Existing Deficiencies Inspections

The Contractor and COTR shall determine a mutually agreeable date to perform the initial inspection of the TMFJB building systems. The inspection shall begin no later than seven (7) calendar days after receipt of notice of award by the Contractor and continue until no later than the contract start date. The Contractor and the COTR together shall make a complete and systematic initial inspection of all facility systems, including but not limited to, mechanical, electrical, plumbing, fire protection, perimeter security barriers/bollards/planters, security, utility systems and equipment, architectural and structural features.

The purpose of this inspection shall be to discover and list all deficiencies that may exist in the equipment and systems covered by this contract, prior to the contract start date. A deficiency is defined as any condition not correctable through normal preventive maintenance or a service call as described in Section C.5.3, which prohibits the normal operation of an equipment item or system. If, during the course of the inspection process, a condition is observed that the Contractor contends is a deficiency, but the Government contends is not applicable, the final decision shall be made by the CO, after sufficient detailed information is presented by both sides. Only after resolution of the “deficiency” shall such an item be entered into the Existing Deficiency Report or deleted from the Report.

The Contractor may dispute the CO’s decision and file a claim; however, pending resolution of any request for relief, claim, appeal, or action related to the contract, the Contractor shall proceed with diligence to complete the inspection. All appeals or claims will be processed in accordance with the Disputes Clause.

The Contractor shall prepare an Existing Deficiency Report while the inspection is being conducted listing all deficiencies noted during the inspection. Each individual deficiency shall be listed separately. Each deficiency shall be acknowledged and signed when listed by the aforesaid representatives of both parties and each party shall retain one completely executed copy. The inspection of any items which cannot be shut down/off (air handling units, fans, pumps, etc.), will be deferred with COTR approval, until such time that they can be shut down/off for inspection. Any deficiency disclosed during the course of any inspection

described herein, which constitutes a safety hazard to either personnel, equipment, or the TMFJB, shall be reported immediately to the COTR.

Within 30 calendar days after the contract start date, the Contractor shall prepare and submit to the COTR the Existing Deficiency Report with an attached listing of repairs needed to correct each deficiency and the Contractor's proposed **total** price for correcting each deficiency (to include all labor, materials, G&A, profit). Any portion of the Existing Deficiency Report concerning elevators shall also be submitted by the contractor to the AOC Facility Manager.

For those equipment items or systems which were operating and could not be inspected until shut down/off, the Contractor shall submit a supplemental report with an attached listing of required repairs and total pricing for such repairs, by a date specified by the COTR, and no later than 30 calendar days after completion of the inspection. All prices shall remain firm for a period of 180 calendar days after submission. The Contractor shall be provided with a final list of COTR-approved repairs and will be required to complete the repairs in accordance with the terms of this contract.

C.3.5.2 Phase-out/Phase-In Transition

Prior to expiration of this contract, after selection by the Government of a successor Contractor, the Contractor and such successor Contractor shall jointly prepare a mutually agreeable detailed plan for phase-out/phase-in operations. The plan shall be submitted to the CO and COTR before the expiration of the Contract or any extensions thereof. The successor will be provided access to the TMFJB for a period up to 60 calendar days prior to the contract start date for the purposes of phase-in orientation.

In addition, the Contractor agrees to participate in the joint phase-out/phase-in planning at no additional cost to the Government. At the sole option of the Government, this phase-out/phase-in period may commence either 30 calendar days prior to the expiration or immediately after expiration of the contract term or any extensions thereof. ***Continuity for all services required under this contract shall be maintained during this period.*** Services provided by the Contractor during transition, as required, shall be billed on a prorated basis using the rate structure in effect at the time of contract expiration. When the detailed plan for phase-out/phase-in operations is submitted to the Contracting Officer, the Contractor shall also submit a price proposal for those services. The Contract will then be modified to reflect the agreed upon phase-out/phase-in pricing.

C.3.6 Contractor Space

The Government will provide the Contractor with approximately 3,200 square feet of space on the Concourse level. A total of ten parking spaces in the TMFJB garage will be allocated to the Contractor. Of these ten parking spaces, no more than seven (7) spaces shall be used for Contractor's on-site employees, therefore leaving a minimum of three (3) spaces for subcontractors.

C.4 FACILITIES MANAGEMENT

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools, and equipment necessary for the overall property management responsibilities of the TMFJB. Facilities Management services provided by the Contractor shall also include all building management administration and tenant required services not specifically identified elsewhere as a separate contract line item. These services include, but are not limited to, planning, scheduling, coordinating, reporting, quality control inspections, budgeting, accounting, expense tracking, processing of invoices to the AO and AOC, including water, gas, electrical, and other utility bills, material handling, supplies, and all other requirements associated with the overall building management function, that are not specifically separately priced under this contract.

In addition, the Contractor shall provide assistance to the Government by making available information on building operations, systems, and contractor activities including access to spaces for assessment and testing.

C.4.1 Facilities Management Responsibilities

The Contractor, as the Facility Manager, shall be responsible for quality assurance, contract compliance, and subcontract management. The services provided shall ensure the effective, efficient, and economical operation, maintenance, and repair of the building and all building systems.

C.4.1.1 Building Systems

All infrastructure building, mechanical, electrical, plumbing, fire protection, perimeter security barriers/bollards/planters, and other utility systems shall be operated at the highest level of efficiency in a manner consistent with practical energy conservation. The level of operation shall be sufficient to preserve the building, its equipment, and systems in an unimpaired operating condition, at or above, the point where deterioration shall begin, thereby ensuring that the normal life expectancy of the building, its equipment, and its systems shall not be diminished, while assuring that they operate in a manner to perform the function for which they were intended. These building systems shall be maintained at the highest level throughout the contract performance period. The "highest level of maintenance" is defined as the level of maintenance, which shall assure that the normal life expectancy of the equipment shall be met or exceeded. All equipment shall be maintained in accordance with the manufacturer's recommendations and/or the best practices of the industry. Equipment under warranty shall be maintained in accordance with warranty instructions and conditions. The Contractor is responsible for performing regular and periodic inspections, scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hours-per-day, 365 days-per-year basis.

C.4.1.2 Documentation

The Contractor shall develop and implement operational guidelines covering all aspects of the building operation including, but not limited to, security watches, tours, water treatment, preventive maintenance (PM), and energy conservation. The Contractor shall use the existing maintenance and operations manuals developed for the TMFJB as a baseline and update or modify as necessary to ensure currency of the documents.

Within 60 calendar days after contract award, and every year throughout the contract, the Contractor shall provide a yearly PM Schedule with tentative maintenance dates to the COTR for review and approval. Upon approval, on a monthly basis and by the 1st business day of the month, the Contractor shall provide an updated annual PM Schedule reflecting the actual inspection dates and a Monthly PM Schedule reflecting only the current month's PM's to be performed,

All documentation developed and maintained under this contract is considered Government Property and shall be available for inspection or review by the COTR or other Government representative at all times. All documentation shall be turned over to the Government prior to the contract end date.

C.4.1.3 Hours of Operation

The Contractor shall be responsible for providing the necessary staff to provide continuous coverage to effectively maintain, operate, and protect the TMFJB during normal hours of operation. The normal hours of operation do not relieve the Contractor of the requirements to perform other services described herein that may require additional hours/personnel. Lunch periods are at the Contractor's discretion, but the time allowed for lunch periods shall be added to the prescribed hours of continuous coverage. The term normal hours of operation are Monday through Friday from 6:00 AM to 8:00 PM. The south lobby (including

passenger elevators), atrium front entrance, and north and south parking entrances are closed from 8:00 PM to 6:00 am, Monday through Friday; Saturday and Sunday; and all federal holidays. The north lobby is open 24 hours a day 7 days a week with access from 8:00 PM to 6:00 AM, Monday through Friday; all day Saturday and Sunday; and all federal holidays through the 2nd street entrance and atrium front entrance with the tenant identification card. The loading dock and parking levels are accessible without checking in at the 2nd street entrance between 6:00 AM and 8:00 PM. Between 8:00 PM and 6:00 AM, access is provided through proper identification to the guard posted at the North Lobby through the 2nd Street entrance.

Note: The TM Child Development Center hours are (M-F) 7:30 AM to 6:00 PM
The Health Unit hours are 8:30 AM - 5:00 PM
The Cafeteria hours are 7:30 AM - 3:30 PM
The Credit Union hours are 8:30 AM - 3:30 PM
The Fitness Center hours are 6:30 AM - 7:30 PM
The Loading Dock hours are 6:00 AM - 6:00 PM
The USSC hours are (M-Th) 8:30 AM - 5:30 PM & (F) 8:30 AM - 5:00 PM

C.4.1.3.1 Outside Normal Hours of Operation

Tenants working in their offices or suites can request after-hours heating, ventilation, and air conditioning (HVAC), and lighting 24 hours per day 7 days per week at no additional cost to the government. Section C.5.2 (a) includes the requirements for advance notice to be provided to the Contractor. The Contractor shall provide qualified staff to operate the HVAC systems at earlier or later times other than specified in the start up and shut down of the building equipment and systems in accordance with the Building Operating Plan, or at times when requests for additional services are provided.

C.4.1.3.2 Federal Holidays

As part of the base contract, the Contractor shall be responsible for allocating the necessary staff to provide uninterrupted and continuous coverage to effectively maintain, operate, and protect the TMFJB during all recognized federal holidays. All costs associated with federally recognized holidays shall be included as part of the base contract pricing CLIN. Immediately upon the COTR being made aware of any additional holidays or "special days" (to include inclement weather closures), as designated by the President of the United States, Chief Justice, Director of the Administrative Office of the U.S. Courts, or other judicial branch official, the Contractor shall be notified by the COTR. For any such additional holidays or "special days", the contractor shall be required to allocate the necessary staff to provide continuous coverage to effectively maintain, operate, and protect the TMFJB. The Contractor shall include all costs related to additional staff for any additional holidays or "special days" as a reimbursable invoice using the appropriate CLIN pricing in the contract.

C.4.1.3.3 Early or Unscheduled Closures

For any early or unscheduled closures, immediately upon the COTR being made aware of the situation/issues requiring the early/unscheduled closure, the Contractor will be notified immediately.

C.4.2 Building Inventory

The equipment list for the TMFJB (attached to this Contract and listed in Section J) provides an inventory of the principal equipment and systems installed in the building that shall be maintained, operated and serviced/repared in accordance with manufacturer's specifications, industry standards and warranty provisions specific to each item. This inventory represents the most accurate and current record of equipment and systems available to the Government and is furnished as a baseline and for information purposes only.

It is the Contractor's responsibility to maintain an accurate building equipment inventory.

The Contractor shall complete the following activities and submit required documentation to the COTR:

1. The Contractor shall verify the inventory list accuracy and provide the COTR with an updated building equipment inventory within 30 calendar days of the contract start date. The inventory list shall be maintained by the Contractor and a current listing shall be provided to the COTR within ten (10) calendar days of the end of each contract year, or as major equipment and/or system changes occur.
2. The Contractor shall identify, list, and classify building equipment in the COTR approved computer based management information system.
3. The Inventory report shall be provided to the COTR in hard copy (four copies) as well as electronically, via electronic mail and on *disk in the most recent version of Corel WordPerfect*.

C.4.2.1 Government Furnished Property

The Contractor shall maintain an inventory of all Government Furnished Property (GFP) provided for its use, including office furniture, equipment, non-consumable supplies, tools, and property items obtained under the contract. (Section J provides current listings of GFP.) The Contractor shall verify the GFP lists accuracy and provide the COTR with an updated GFP inventory within 30 calendar days of the contract start date. The GFP inventory lists shall be maintained by the Contractor and a current listing shall be provided to the COTR within ten (10) calendar days of the end of each contract year, or as major GFP changes occur.

C.4.2.2 Services, Supplies, Materials, Equipment and Utilities Furnished by the Contractor

The Contractor shall furnish everything required in the performance of work under this contract except for those items or services specifically stated to be Government furnished.

The Contractor shall arrange for the installation, at its own expense, of private business phones for its use in making non-business calls outside the building.

Notwithstanding the above, the Administrative Office of the U.S. Courts (AO) shall provide four telephone lines to the Contractor through the "Private Branch Exchange" (PBX) system available in the TMFJB and eight Siemens telephone desk sets to the Property Management office suite. The lines and desk sets shall be allocated to the property management staff for official business directly related to meeting the requirements specified in this Contract. The AO shall be responsible for payment of "official" local and long distance calls made by Contractor staff on behalf of the government.

At the expiration or termination of the contract, all equipment furnished and installed by the Contractor to the building equipment and systems shall remain and become the property of the Government, unless the Government, at its option chooses to release such equipment to the incumbent contractor. The Building Inventory shall reflect all changes made during the contract term by the Contractor.

C.4.3 Requests for Building Services

A request for building services is made by building occupants through ADM or other designated tenant representative or Architect of the Capitol (AOC) personnel for services concerning, but not limited to the

following: mechanical, electrical, plumbing, fire protection, perimeter security barriers/bollards/planters, or architectural/structural malfunction and/or related problem. The COTR will provide the Contractor with a list of the COTR's. Requests for services are made through the issuance of Building Service Requests and Work Orders.

The Contractor shall have qualified personnel on-site at all times during normal working hours to respond to all types of requests for service. The Contractor shall provide all supervisory and maintenance personnel with two-way radio devices and/or voice-activated pagers in order to respond to requested services instantaneously. If the request for service cannot be resolved within the required response time, due to circumstances beyond the Contractor's control, the COTR shall be immediately notified by the Contractor.

On a weekly basis, and no later than noon on the second business day of each week, the Contractor shall provide the COTR with a hard copy, and electronic (e-mail) copy, of a "Service Request Status and Completion Report", which is organized by tenant agencies (i.e., AOUSC, FJC, USSC, etc.). This report shall be in a log format that includes details of each request, date received, completion date, or projected completion date with explanation of the delay. Further, the Contractor shall provide a hard copy of the "Service Request Status and Completion Report" to each tenant agency reflecting their respective portion only.

Requests for services may be of three types: routine, urgent, or emergency. The required response times will vary by type of service, as specified below. The time of response to each of the stated types of requests shall be calculated from the time that the Contractor receives notification from the COTR of the requirement for service. In the event Contractor cannot be reached at the time the service is required, the response period shall start from the time the call was initiated to the Contractor.

C.4.3.1 Routine Requests

The Contractor shall respond promptly to all routine requests for building services and complete the work required within 24 hours. In those instances where a request cannot be resolved within the 24-hour period, due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the COTR with a written extension request. The request shall contain the following information:

- (1) Explanation of the reason for the delay.
- (2) Establish an estimated time and date for completion.
- (3) Include justification and evidence that the Contractor has made all reasonable efforts to complete appropriate adjustments or repairs within the 24 hours but the situation is beyond the Contractor's control.

C.4.3.2 Urgent Requests

Urgent requests are circumstances which interrupt or otherwise adversely impact either building operations or building occupant operations, regardless of whether the request is made during normal working hours or after normal working hours. Urgent requests are made by a telephone call to the Contractor. The Contractor shall **respond within one (1) hour and remain on the job until the problem has been resolved**, or until such time a solution by the Contractor has been proposed and approved by the COTR. Some examples of these types of service calls include, but are not limited to, inoperative electrical circuits, temperature complaints, inoperative lighting above a work station, flush valve stuck open, etc. The Contractor shall remain on the job until the problem has been resolved. The necessary permanent repairs shall be completed within three (3) hours of response.

C.4.3.3 Emergency Requests

Emergency requests are **circumstances that constitute an immediate danger to personnel or property**, such as broken water pipes, stalled elevators with trapped passengers, electrical power outages, electrical problems which may cause fire or shock, gas or oil leaks, major air conditioning or heating problems, etc. When an emergency request is received by the Contractor, the **COTR shall be immediately contacted**. The Contractor shall respond to emergency requests immediately during normal working hours and within one (1) hour after normal working hours, on weekends, and on holidays. **In NO case shall the response time to an emergency service call exceed ten (10) minutes for calls reported during normal working hours or one (1) hour for calls reported after normal working hours, on weekends, or on holidays.** The Contractor shall remain on the job until the emergency has been resolved or until such time a solution by the Contractor has been proposed and approved by the COTR. All repairs shall be completed in the shortest possible time consistent with the nature of the problem and the best practices of the trade.

C.4.3.4 TMFJB Building Service Requests

The Contractor shall provide basic services to the tenants during normal working hours for incidental service work requirements such as:

- (1) Conference room set ups (Judicial Conference Center, Federal Judicial Center's Education Center, U.S. Sentencing Commission Hearing Room, Concourse Video-Conference Facility, and any other meeting rooms identified by the COTR or tenant representative
- (2) AV set ups and operational adjustments to AV equipment
- (3) Wall hangings (e.g., pictures, erase boards, certificates, plaques, etc.)
- (4) Making and installation of signs, including suite entrance signs, private office and floor directional signage and suite sign insert changes. Signs requested shall be made by the Contractor and installed within 2 weeks from initial date of request. Signs shall be made in the same colors, format, style and materials that currently exist in the TMFJB
- (5) Furniture and office equipment moving
- (6) Office relocations
- (7) Duplication of keys and lockset cylinder changes
- (8) Repair of all TMFJB lockers, handles, locker clasps
- (9) Repair of wall-mounted stands for TVs
- (10) Re-lamping of private office and suite spaces
- (11) Minor furniture repairs

Building service requests will include at a minimum the following information:

Tenant's name, phone number, description of required services, date and time requested, location of service to be performed, and requested completion date/time. Building service requests will be transmitted to the Contractor via e-mail and/or fax.

C.4.3.4.1 Building Service Request Thresholds

Building Service Requests are used when the tenant requested service shall require minimal materials of \$2,000. or less and be capable of being performed by subcontractors or staff already funded under the base facilities management contract line item. Requests requiring more than \$2,000. for material and/or labor not contracted under the base contract, may be converted to a Work Order or Infrastructure Repair Order, as appropriate and still necessary/desired by the government.

The Contractor shall be responsible for all costs associated with accomplishing all building service requests, including emergency call-back service, and building service requests that result in infrastructure related

repairs, up to the \$2,000. threshold. Building infrastructure related repairs are any repairs to any component of the building being maintained under this contract. Building service requests that exceed the \$2,000. threshold may be converted to work orders or repair orders and will follow procedures set forth in Reimbursable Requests. Any question related to whether repairs are considered as an infrastructure repair shall be resolved by the COTR. The Contractor may dispute the COTR's decision and elevate the issue to the CO; however, pending resolution, the Contractor shall proceed with diligence to complete the item.

C.4.3.5 Reimbursable Requests

The Contractor shall provide non-infrastructure maintenance related services to tenants, or services in support of the TMFJB infrastructure maintenance, which exceeds the \$2,000. threshold for building service requests, when such services are requested through a tenant work order or an infrastructure repair order, as appropriate. These services are performed on a reimbursable basis. Upon request from the COTR the Contractor shall furnish a bid/proposal analysis of offers received, an itemized total cost estimate (to include ALL fees, G&A, profit, labor categories, hours for each labor category, materials/parts), proposed schedule, and recommendation, with justification, of proposed award. The COTR or designated tenant representative shall be provided with the statement of work/RFP that was issued by the Contractor, as well as all bid/proposal submission information, if requested. The Contractor shall not proceed with making an award for any work until approved by the COTR.

C.4.3.5.1 Reimbursable Labor Costs

The Contractor will be reimbursed for labor hours expended during normal working hours, or other than normal working hours, at the TMFJB at the hourly rate(s) for reimbursable services as set forth in Section B. The COTR will determine if the work must be performed during or outside of normal working hours. Normal working hours for performing repairs are determined to be between the hours of 6:00 AM to 6:00 PM. For all reimbursable services, the Contractor shall provide time cards with an applicable work order numbering system, to clearly indicate the labor expended on the specific work order project being invoiced. The COTR shall review the labor hours and time cards to ensure that the Government is billed properly. Where Contractor's staff already funded under the base facilities management cost will be performing the repair work during regular working hours, the direct labor hours proposed will reflect a "no charge" amount. The Contractor will be paid for each hour an employee *spends at the TMFJB* only, not for each hour additional equipment is in operation or in use. After hours work shall be performed between 8:00 PM and 6:00 AM.

The Contractor shall provide the COTR with an invoice that references the work order number, the dates and the number of productive and supervisory hours worked including the hourly rate for each. The COTR shall be identified on the invoice.

C.4.3.5.2 Reimbursable Materials Costs

The Contractor will be reimbursed for material used in the performance of a tenant work order or infrastructure repair order at its actual cost, plus the applicable Contractor's management fee as specified in Section B.

C.4.3.5.3 Miscellaneous Services

The Government may procure non-infrastructure maintenance related services that do not fall within the definition of the reimbursable services listed in this contract. Such services shall be ordered by issuance of a written task order executed by an authorized CO or Ordering Officer. All task orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the

contract shall control.

Authorized Ordering Officer is:

Chief, AO Administrative Services Division

Individual task orders are limited to a minimum amount of \$500. The contractor is not obligated to honor orders received for less than the minimum ordering amount although the contractor may chose to honor the order. In the event the contractor chooses not to honor the order, it must be returned to the ordering officer within 5 calendar days with the contractor's written rejection of the order.

Only those orders issued from the authorized person listed above are considered valid Task/Delivery Orders or shall contain the following:

- a clear description of all services to be performed;
- date of required completion of services;
- the contract number and individual order number;
- description of the item, quantity and unit price;
- place of delivery or performance;
- Accounting and appropriation data with a total dollar amount or total estimated dollar amount for the order.

C.4.3.5.4 Invoicing

The procedures for invoicing by the Contractor for reimbursable work and Miscellaneous Services are provided in Section I. Tenant Work Orders and orders for Miscellaneous Services are invoiced directly to the Administrative Office of the U.S. Courts (AOUSC), with copies to the COTR, while Infrastructure Repair Orders are invoiced to the Architect of the Capitol through the AOUSC.

C.4.3.5.5 Tenant Work Orders

The Contractor shall provide these reimbursable services when requested in writing in the form of a tenant work order request issued by the COTR. A tenant work order request shall normally be issued 24 hours in advance of the requested services except in the case of urgent or emergency situations. Tenant Work Orders are issued for non-infrastructure related work that may be requested by the tenants. An example of work that may be requested includes such things as tenant alterations, construction projects, installing new equipment, or large office move management requests, as defined below.

Copies of all orders shall be forwarded to the Architect of the Capitol Contracting Officer noted in Block 6. Of the Solicitation, Offer and Award form of this contract upon issuance.

C.4.3.5.5.1 Move Management Requests

(a) Government Responsibilities

The COTR will provide move instructions and schedule to the Contractor. Generally, the move requests will be sent to the Contractor three (3) days before the scheduled moves.

(b) Contractor Responsibilities

The Contractor shall, upon request from the Government, provide the necessary labor and equipment

to perform internal office moves. At a minimum, the Contractor shall provide two (2) laborers, on a daily basis, during normal hours of operation, with primary responsibility of performing internal office moves and conference room setups. The amount of furniture and equipment included in individual move requests from tenant offices will not exceed that which would be contained in two typical offices. This move activity averages 80 man-hours per week and shall be included as part of the base/fixed price of the contract.

The Contractor shall provide experienced commercial move laborers, move supervisors, and quality control personnel and moving equipment (e.g. dollies, equipment bins, desk cradles, trucks, etc.), as required for large moves and for collection and transportation of excess property to GSA's Excess Property Center in Franconia, Virginia. These commercial services shall be provided on a reimbursable basis, upon request for the services and approval of pricing by the COTR.

The Contractor shall participate in a walk-through with the COTR and the Contractor/subcontractor's move planning personnel as required to determine staffing and equipment requirements and to become familiar with the move plan.

For moves requiring commercial services, the Contractor shall provide the COTR with a cost estimate for the requested move.

The Contractor shall schedule personnel and equipment pursuant to recommendations from the COTR and/or move subcontractor.

The Contractor shall be responsible for supervising move activity and providing quality control.

C.4.3.5.6 Tenant Work Order Thresholds

Tenant Work Orders are used when the billed labor and materials for requested building services will exceed \$2,000. Labor provided by Contractor staff funded under the base facilities management CLIN is not billed labor. One (1) quote for the Tenant Work Order is required when all labor costs are based on the labor rates listed in Section B and the materials cost does not exceed \$2,000. Labor costs developed using the rates identified in section B of this contract does not need to be competed. A minimum of three (3) quotes are required when labor costs are not based on the labor rates listed in section B, and the total cost for labor and/or materials is estimated to range between \$2,001 and \$25,000. The Contractor shall extend an invitation to bid to all interested sources (at a minimum of three (3)), when the total costs are estimated to exceed \$25,000.

All Tenant Work Orders totaling \$2,000. or higher for any alterations, maintenance or repairs to real property will be bound by the requirements of the Davis Bacon Act.

Upon request from the COTR, the Contractor shall furnish a bid/proposal analysis of offers received, an itemized total cost estimate (to include ALL fees, G&A, profit, labor categories, hours for each labor category, materials/parts), proposed schedule, and recommendation, with justification, of proposed award. The COTR shall be provided with the statement of work/RFP that was issued by the Contractor, as well as all bid/proposal submission information, if requested. The Contractor shall not proceed with making an award for any work until approved by the COTR.

Copies of all orders shall be forwarded to the Architect of the Capitol Contracting Officer noted in Block 6. Of the Solicitation, Offer and Award form of this contract upon issuance.

C.4.3.5.7 Infrastructure Repair Orders

The Contractor shall provide these services when requested in writing in the form of an Infrastructure Repair Order approved by the COTR or Contracting Officer. An infrastructure repair order shall be generated by the Contractor when the need for building infrastructure related repairs is identified. Building infrastructure related repairs are any repairs to any component of the building being maintained under this contract. The COTR shall resolve any questions related to whether work is considered an infrastructure repair.

Copies of all orders shall be forwarded to the Architect of the Capitol Contracting Officer noted in Block 6. Of the Solicitation, Offer and Award form of this contract upon issuance.

C.4.3.5.8 Infrastructure Repair Order Thresholds

Infrastructure Repair Orders are used when the requested service exceeds the \$2,000 threshold identified for building service requests. The COTR may approve Infrastructure Repair Orders that will not exceed \$25,000 per order. Infrastructure Repair Orders exceeding \$25,000 will be forwarded directly to the Architect of the Capitol Contracting Officer for approval. The Contractor shall furnish a copy of the **approved** repair order to the COTR.

C.4.3.5.9 Service Request/Work Order/Repair Order Tracking

The Contractor shall record and process all requests for services in a computer based management Information system (MIS) that contains information for tracking and reporting purposes. A hard copy of the MIS (service request/work order/repair logs) shall be generated weekly and provided to the COTR. The information system shall contain data in sufficient detail to enable the Government to determine whether services are completed in accordance with the terms of the contract. The Contractor shall provide on-line (Read only) access of the MIS to the COTR within the Administrative Services Division suite. At a minimum the MIS shall include the following information:

- (1) Name, organization, and telephone number of person reporting the problem.
- (2) Time and date report was received.
- (3) Name of person who received the report.
- (4) Description of the problem.
- (5) Location of the problem.
- (6) Description of the action taken to resolve the problem.
- (7) Time and date corrective action was completed or Notation on log if service call becomes a repair outside the scope of service calls. Note: The rationale for the conversion to a Maintenance or Repair Service shall be provided.
- (8) Name and initials of person(s) who corrected the problem.
- (9) Cost estimate, if applicable.

C.4.4 Continuity of Services

The Contractor fully recognizes that the services covered by this contract are vital to the Government's mission; that continuity of the services must be maintained at the utmost proficiency and without interruption. The Contractor shall operate the TMFJB during all emergency situations in accordance with the Emergency Operating Plan.

C.4.4.1 Emergency Operating Plan

The Contractor shall be responsible for the development, updates, and maintenance of an Emergency Operating Plan that protects life and property in the TMFJB. The Contractor shall include in this plan actions to be taken to ensure that the facility is adequately maintained and protected in an emergency situation. Such emergencies may include but are not limited to: civil disturbances, indoor air disturbances, natural disasters, fires, accident and rescue operations, strikes, terrorist's acts/threats, and military contingency plans. The Contractor shall submit the Emergency Operating Plan to the COTR for review and approval within 30 calendar days after contract award. The Contractor shall distribute copies of the approved plan to all tenants.

C.4.4.2 Emergency Personnel Requirements

Designated Contractor personnel, including the property manager, shall become thoroughly familiar with the Emergency Operating Plan. The Contractor shall fully engage and participate, consistent with the emergency plans, during the event of a building related emergency or natural disaster regardless of the time of the occurrence. The Contractor shall provide all the required technical personnel qualified in the operation of protective equipment.

The Contractor shall provide the COTR an emergency list of local telephone numbers for all key personnel within 30 calendar days after contract award.. The Contractor shall respond to emergency calls 24 hours a day, 7 days a week, 365 days a year. The Contractor shall immediately provide the COTR with any changes to personnel or relevant information to ensure the names and telephone numbers are current throughout the term of this contract.

C.4.5 Tenant Relations Program

The Contractor shall develop a tenant relations program that maintains high visibility of on site managers, including attendance at the Tenant Committee's quarterly meeting or meetings as designated by the COTR. A Tenant Relations Program plan shall be provided to the COTR within 30 calendar days after contract award for COTR approval. The Contractor will be provided with a meeting schedule by the COTR. The Contractor shall consult with the Tenant Committee on the development of a "customer satisfaction" survey. The Contractor shall conduct surveys on an annual basis and provide the analysis of the survey to the Tenant Committee within 30 calendar days after the survey is completed.

The surveys shall be distributed to all tenant units at the conclusion of the first 365 calendar days and every year thereafter under the contract. All tenants shall be instructed on the questionnaire to return the completed form to the COTR. After review by the COTR, copies will be furnished to the Contractor for purposes of analysis and presentation of the results and a plan of action to address problem areas identified on the survey, to the Tenant Committee.

C.4.6 Building Service Quality Control Program

The Contractor shall establish a quality control program addressing all requirements of this contract. This program shall include specific quality control plans and an annual calendar for each component of the contract including, but not limited to the following: facilities management; operations of ALL building equipment and systems including preventive and corrective maintenance; janitorial/custodial services; trash or solid waste disposal/removal; pest control; mail services; floor copier services; landscaping, grounds, and plant maintenance; snow/ice clearing, shoveling, plowing, sanding/treatments and removal; tenant alterations and construction projects; and security. Quality control plans addressing each component of the contract shall be provided to the COTR within 30 calendar days after contract award for COTR approval.

At a minimum, the quality control plans shall:

- a. Incorporate checks/balances and procedures to ensure all services are performed in accordance with highest industry standards for the same or similar services necessary for the management of a first class federal or commercial building;
- b. Include performance measures for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
- c. Ensure that the Contractor's employees are notified of deficiencies found in their areas of responsibility, that the noted deficiencies are corrected, and that these employees are counseled/retrained as necessary to ensure that deficiencies do not occur;
- d. Include a checklist for routine inspections that is tailored to the TMFJB and covers all services specified herein, which shall be performed by the Contractor on a scheduled or unscheduled basis. The checklist used must be signed and dated by the Contractor upon completion of the inspection. The Contractor shall identify all personnel who shall be performing inspections by name, title, and type of inspection. Inspections **shall not** be performed by employees who are actually performing the work being inspected; and
- e. Provide quality control reports to the COTR on a monthly basis. The reports shall include performance problems identified (either by the COTR or the Contractor) and corrective measures taken.

C.4.6.1 Quality Control Inspections

The performance of inspections in accordance with the approved program is an essential part of this contract. All aspects of the approved plan shall be actively enforced. The Contractor shall maintain a file of all inspections conducted and corrective actions implemented by the Contractor, including offsite contractors and subcontractors, in the Property Management office. The inspection files shall be made available to the COTR during the term of the contract, as required. A copy of all inspection reports shall be submitted to the COTR by Close of Business (COB), the Monday following the week each inspection is conducted. The COTR may compare inspections performed by the Contractor's inspectors with actual conditions that exist at that point in time.

C.4.6.1.1 Quality Control Inspections of Operation and Maintenance Services

Quality control inspections of operation and maintenance services shall be performed at a minimum at the following frequencies:

- (i) Weekly by the property manager or COTR approved dedicated quality control inspector.
- (ii) Monthly by qualified headquarters or corporate level personnel not performing on-site supervision.

C.4.6.1.2 Quality Control Inspections of Janitorial/Custodial Services

Quality control inspections of janitorial/custodial services shall be performed at minimum at the following frequencies:

- (i) A portion of each floor shall be inspected DAILY, to ensure that a complete building

inspection is conducted weekly.

- (ii) Unannounced Monthly, by headquarters or corporate personnel not performing on-site supervision.

The custodial inspection form shall identify the floor supervisor, the area by suite and room number, date and time of inspection and a brief statement describing the condition of the space and listed deficiencies, i.e., trash receptacle over-flowing, carpet has visible stains and debris.

C.4.6.1.3 Quality Control Inspections of Guard Services

Quality control inspections of guard services shall be performed at a minimum at the following frequencies:

- (i) Weekly by the property manager or COTR approved dedicated quality control inspector.
- (ii) Monthly by qualified headquarters or corporate level personnel not performing on-site supervision.

C.4.6.2 Indoor Air Quality

- (a) The Contractor shall maintain the building HVAC system, using maintenance, repair procedures, and materials to ensure indoor air quality meets or exceeds ASHRAE standards. Before any interior alteration, the HVAC distribution shall be examined and supply diffusers and return grills rearranged and protected to preclude damage to the system and/or system parts.
- (b) The Contractor shall avoid using any toxic products, cleaners, adhesives, etc. in the building or any reason, especially during filter replacements and fan coil unit(s) cleaning.
- (c) The Contractor shall ensure compliance with the Environmental Protection Agency acceptable levels for indoor air quality threshold limit values (TLVs). Upon identification of contamination and/or measurements exceeding the acceptable levels, the Contractor shall immediately notify the COTR of the situation and provide corrective actions which shall be initiated by the Contractor.
- (d) The Contractor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂) and formaldehyde (HCHO) are not exceeded. The indicator levels are as follows: CO - 9 parts per million (PPM) time weighted average (TWA - 8- hour sample); CO₂ - 1000 PPM (TWA); HCHO 0.1 PPM (TWA).
- (e) The Contractor shall immediately investigate indoor air quality complaints and shall implement controls including alteration of the Building Operating Plan (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Contractor shall conduct independent indoor air quality tests on a semi-annual basis and report their findings to the COTR within thirty (30) calendar days of the test. In the event a problem is identified, if the problem can be resolved with routine general cleaning and maintenance, then it is covered under the base fixed price portion of this contract at no additional cost to the government. If the problem requires major repairs, such as duct work relocation or installation of new equipment, the Contractor shall submit bids/proposals identifying the work to be performed, method to perform the work, time frame, and total proposed price, within sixty (60) calendar days of the test. The COTR will review the bid/proposal package and provide written approval and a work order to proceed, if deemed necessary and warranted.

Copies of each semi-annual test shall be maintained in the property manager's office for access by the Government. The Contractor shall assist the Government in its assessments and detailed studies

by making available information on building operations and Contractor activities and provide access to space for assessment and testing, if required, and implement corrective measures required by the COTR.

C.4.6.2.1 Radon Measurement and Corrective Action

- (1) Radon levels in space shall not exceed the EPA action level for homes of 4 picocuries per liter (pCi/l).
- (2) The Contractor agrees to measure within 30 calendar days after award, and every six months thereafter, the premises for radon and mitigate radon levels that equal or exceed 4 picocuries per liter (pCi/l). If measurements reveal radon levels at or above 4 pCi/l, the Contractor shall immediately develop a plan of corrective action. All corrective actions will be completed in accordance with Section C.5.4 Corrective Maintenance and Repairs. Upon completion of corrective actions, the Contractor shall perform subsequent testing until results indicate radon levels below 4 picocuries per liter (pCi/l).
- (3) All laboratory detector analysis shall be performed by a laboratory successfully participating in the EPA-sponsored radon measurement proficiency program. Actual radon measurements from the testing laboratory must also be submitted to the COTR for each detector used in support of the certification.

C.4.6.3 Semiannual Indoor Air Quality Assessment and Report

The Contractor shall conduct scheduled preventive maintenance airflow, temperature, humidity, and other equipment measurements to confirm that the installed equipment is operating efficiently and effectively. Beginning one (1) month after contract award and every six months thereafter, an inspection of the indoor air quality shall be conducted by an independent consultant with a minimum of five years experience in conducting compliance assessments for air quality in commercial and federal buildings. Within 30 calendar days after contract award, the Contractor shall submit to the COTR the name and qualifications of the proposed independent Consultant for final approval. A final report, "Semiannual Indoor Air Quality Findings, Analysis, and Recommendations", shall be prepared by the independent Consultant and submitted to the COTR within 30 calendar days after completion of the inspection. Any recommended actions shall be the responsibility of the Contractor to correct unless otherwise determined by the COTR. The Contractor shall provide a corrective action plan to the COTR and inform the COTR when all corrective actions have been completed.

C.4.7 Contractor Maintained Telephones

The Contractor shall maintain the telephones and associated phone lines for the telephones listed in Attachment 21.

C.5 OPERATIONS OF ALL BUILDING EQUIPMENT AND SYSTEMS INCLUDING PREVENTIVE AND CORRECTIVE MAINTENANCE

C.5.1 General

The equipment and systems to be operated, maintained and/or repaired by the Contractor include, but are not limited to, all mechanical, electrical, plumbing, utility, architectural/structural, audio-visual, cable television, and other essential building equipment and systems installed in the TMFJB, including, but not limited to:

HVAC-R equipment and systems
 HVAC system controls and monitoring equipment
 Cable TV System (to include, but not limited to, diagnostics, repairs and/or replacements to connections, cable wires, cable boxes and installation of additional cable outlets)
 Domestic hot and cold water equipment and systems
 Electrical equipment and systems (all voltages)
 Fire protection/suppression equipment and systems
 Fire detection and alarm equipment and systems
 Lighting control systems and equipment
 Heating equipment and systems
 Water treatment equipment and systems
 Sanitary sewage equipment and systems
 Storm drainage equipment and systems
 Underground utility systems and vaults (except items owned by the Utilities)
 Architectural/Structural Systems
 Elevator Equipment and Systems
 Vertical Lift/Transportation equipment (VTE)
 Security Duress Alarms, X-ray Machines, Metal Detectors, and Hand-held Wands (metal detectors)
 Security Camera Equipment and Systems
 Security Barriers, Bollards, Planters and related electronic equipment systems
 TMFJB sound and intercom equipment and systems
 Cafeteria, Judicial Conference Center and Education Center Kitchen Equipment
 (This includes the kitchen exhaust hoods, duct cleaning and pumping/cleaning of grease traps)
 Energy Management System

The Contractor shall not change nor alter the design of existing mechanical equipment, electrical circuits, controls, wiring, cabling, piping, or other building systems, except for emergency situations, without obtaining written authorization from the COTR and AOC Facility Manager. The Contractor shall furnish appropriate drawings and specifications indicating desired alternations to the COTR and AOC Facility Manager for approval. All drawings shall be stamped and sealed by a Registered Architect or Professional Engineer as determined by the COTR and AOC Facility Manager. Upon completion of work, all drawings shall be updated to reflect "as-built" conditions. "As-built" drawings shall be submitted to the COTR and AOC Facility Manager within 30 calendar days of construction completion. All parts or components installed, or improvements made by the Contractor during the term of this contract, shall become and remain the property of the Government.

C.5.2 Operational Requirements

(a) "Operations" include, but are not limited to, daily or other periodic starting, stopping, adjusting, inspection, lubrication, etc., of the mechanical, electrical, plumbing, architectural, structural, and utility systems and equipment throughout the building. This includes periodic operations for when tenants expect to occupy their spaces outside normal work hours. The COTR will notify the Contractor by 2:00 p.m., on the day prior to the day which the tenant expects to require services beyond normal operating hours, and by 2:00 p.m. on Friday, if the tenant expects to require operations during the weekend.

(b) Within thirty calendar days after contract award, the Contractor shall provide a written Building Operating Plan (BOP) that details the operating plans and procedures for the building heating/ventilation/air conditioning and lighting systems, based on the operating criteria stated herein. The existing Building Operating Plan (BOP) shall be used as the baseline for developing a new or revised plan. Upon Government approval, the BOP shall be maintained by the Contractor and updated as operations and procedures change. Changes shall be approved by the COTR prior to being incorporated into the BOP. Once approved, the

Contractor shall prominently display the instructions in the property manager's office/operating area in the building and take appropriate steps to ensure that contractor employees are knowledgeable about, and comply with, the instructions.

(c) The building systems shall be operated in a manner to promote energy conservation in environmental, temperature, and energy practices. Based on local weather conditions, heating or cooling equipment and systems shall be started early enough that the building shall be at the prescribed temperature at the start of "Normal Tenant Working Hours". Conversely, the equipment should be shut down, or scaled back, before the end of "Normal Tenant Working Hours", permitting the "flywheel effect" of building temperatures to provide needed heating or cooling.

(d) The standard operating temperatures for the TMFJB are between 72 and 74 degrees F during normal working hours. Outside normal working hours the equipment shall be controlled as to automatically turn on or shut off when the temperature reaches a high of 80 degrees F or a low of 65 degrees F. HVAC shall be provided for the U.S. Supreme Court Library Annex on a 24 hr/7 day a week basis at a temperature and humidity level determined by the U.S. Supreme Court Librarian. Other exceptions which may be necessary for the protection and operation of certain specialized equipment, e.g., audio-visual equipment, network servers, telecommunications equipment, computerized high speed printers and copiers, computers, etc., or other areas requiring special consideration shall be authorized, in writing, by the COTR.

(e) The normal operating hours for building equipment and systems shall be considered as the time to operate the building's heating, humidity, ventilation or air conditioning equipment to provide the environmental temperatures, humidity, and fresh air approved in the BOP during the heating and cooling seasons.

(f) Unless authorized in writing by the COTR or as required above, building equipment and systems shall not be operated more than 14 hours per day during normal tenant working hours on any day the building is occupied, during evening hours, on weekends or holidays, or whenever the building is unoccupied. Exceptions may be necessary for the protection and operation of certain specialized equipment, e.g. network servers, telecommunication equipment, computers, audio-visual, video-conference, television, high-speed printers and copiers, security equipment, or other temperature/humidity sensitive equipment. The location of this equipment shall be identified by the COTR and provided to the Contractor prior to start up date.

(g) Ventilation shall be filtered and balanced at all times to ensure a safe, healthy, and comfortable environment consistent with ASHRAE standards. Outside air shall be provided to all spaces, occupied by a person or persons, at 5 cubic feet per minute for each person and adjusted accordingly to achieve a comfortable environment. Economizer cycle free cooling using outside air may be used for cooling where such systems exist.

(h) Running test checks of large or high energy use equipment, such as pumps, air handling equipment, etc., shall be performed during normal operating hours, provided that it does not cause an interruption in service or increase monthly electricity, utility or other demand costs. The COTR shall define the peak usage periods during which tests or checks are prohibited and provide the Contractor with this information.

(I). Any test of mechanical, electrical, or utility systems or equipment that may adversely impact environmental conditions in the building, or which may increase the monthly electrical demand charge, must be coordinated with, and have the concurrence of, the COTR.

(j). The Contractor shall ensure proper cleanliness of all mechanical space and not allow any violation of safety procedures. The Contractor shall maintain the machinery spaces, shops, and storerooms in a clean and orderly manner. Upon completion of any work in these areas, the Contractor shall clean up all debris and

leave the area clean. The machinery rooms, including floors and equipment located within the rooms shall be painted or sealed to maintain the neat and clean appearance of the room and equipment. All paint in these areas shall comply with the industry color coding system and American National Standards Institute (ANSI) Handbook, and ensure the identification information on the equipment is clearly readable.

(k) Mechanical, electrical, and data/telecommunications rooms shall not be used as storage areas for any materials that are a fire hazard. Storage of any building supplies or equipment of any kind in these rooms is strictly prohibited, unless written approval is obtained from the COTR.

(l) The Contractor shall perform water treatment of applicable systems in accordance with the manufacturer's recommendations and industry standards to ensure maximum efficiency and effectiveness of the equipment.

C.5.3 Building Infrastructure Maintenance

Maintenance shall be performed on all building equipment and systems which are part of the TMFJB infrastructure. All invoices for building infrastructure maintenance shall be submitted to the AOC, through the AOUSC, in accordance with the procedures identified in Section I. Preventive maintenance shall be included in the base price for the operations and maintenance. Corrective maintenance and repairs outside of the normal preventive maintenance requirement is addressed below in section C.5.4.

C.5.3.1 Preventive Maintenance Requirements

C.5.3.1.1 Inspections

The Contractor shall perform inspections of all building equipment and systems such as, but not limited to, mechanical, electrical, plumbing, fire protection, UPS, generator, and other utility systems, and related equipment in accordance with industry standards and procedures, to ensure efficient and proper operation at all times. Inspection reports shall be maintained as part of the equipment maintenance records and shall be provided to the COTR as part of the monthly PM and Periodic Inspection Report. Any discrepancies shall be corrected and a report providing the details of the discrepancies and corrections made shall be provided to the COTR within 10 calendar days of the inspection.

C.5.3.1.2 Housekeeping

The Contractor shall maintain and keep clean, ALL machinery rooms, i.e., mechanical, electrical, plumbing, and other utility rooms, such as engineer shops, supply storage rooms, garage storage rooms, including all space assigned to subcontractors. The Contractor shall clean debris on a daily basis.

C.5.3.1.3 Inventory

The Contractor shall conduct an inventory on a semi-annual basis, beginning six months after award of the contract, of all machine rooms, shops, and storage rooms and within 15 calendar days of conducting the inventory, the Contractor shall provide the COTR with a report identifying the particular room (with room number) and contents.

C.5.3.2 Preventive Maintenance (PM)

PM is regularly scheduled work on equipment and systems that the Contractor must accomplish in order to ensure safe, reliable, efficient, effective, and continued operation; and preclude unnecessary breakdowns; and maximize the life expectancy of the equipment and/or system. PM includes, but is not limited to, testing,

adjusting, balancing, repairing, replacing, greasing, oiling, cleaning, and painting various items as specified herein.

C.5.3.2.1 PM Schedule

Within 30 calendar days after contract award the Contractor shall provide a preventive maintenance schedule covering the life of the contract to the COTR for review and approval for all the building equipment and systems identified in the Building Equipment Inventory List. The existing maintenance manuals shall be used as a baseline. The frequencies of the scheduled PM and the minimum performance requirements shall be in accordance with the frequencies and requirements contained in the appropriate manufacturer's recommendations, and PM Guides contained in the Bidder's Library, plus any special requirements stated therein.

The COTR will review the PM schedule and officially return a copy to the Contractor within fourteen (14) calendar days, indicating if the PM schedule is approved or detailing changes that are required to be made. If changes are required, the Contractor shall submit a revised annual PM schedule to the COTR within 14 calendar days of receipt of comments. Once approved by the COTR, this annual schedule shall be in full force and effect. Changes to the schedule shall be approved in writing by the COTR and incorporated into the approved schedule.

A copy of the approved schedule shall be prominently displayed in the Contractor's on-site Property Manager's office and primary work area. In addition, by the 5th calendar day of each month, the Contractor shall provide the COTR with a copy of the PM Schedule with dates the items were performed every month.

C.5.3.2.2 PM Database

The Contractor shall manage the PM program for the building through a Contractor provided computer based management information system (MIS). The manufacturer's recommendations for all mechanical, electrical, plumbing, and architectural systems shall be maintained in this automated system. The service procedures shall be incorporated in the MIS. Every PM activity shall be computer generated for service personnel and have a permanent identification number.

All PM requests shall be kept in active computer files for information processing and reporting. The PM activities shall be entered into the MIS database to manage work over a 12-month service period. Scheduled preventive maintenance activity lists shall be generated from the MIS. The Contractor's MIS shall generate a PM schedule list that provides printed tasks required to conduct scheduled PM that is required to occur less frequently than annually, i.e., every 18 months, 2 years, etc., and shall be performed consistent with existing continuous PM records or, if no records exist, during the initial 12 months of this contract, and repeated at the prescribed intervals thereafter.

C.5.3.2.3 PM Guides

The PM Guides contained in the Bidder's Library contain the PM actions needed to be performed in order to accomplish the basic PM services covered under the terms of this contract. All preventive maintenance work in the guide for the equipment, to which it applies, shall be performed, unless a written waiver is obtained from the COTR. Maintenance cards shall be developed and maintained for each piece of equipment, to record all inspections and warranty items, preventive maintenance, corrective maintenance, and repairs.

Within seven (7) calendar days of new equipment installation or discovery that PM guidance is not available, the Contractor shall, at no additional cost to the government, submit a written proposed guide to the COTR for approval. The proposed guide shall include a description of the work to be performed, the man-hours

needed to perform the work, and the frequency at which the work must be performed.

If the Contractor believes that any PM guide included in this contract provides either a lower or higher quantity or quality of PM than that required, either by the equipment manufacturer or the best practices of the industry, the Contractor shall immediately submit a revised guide or guides to the COTR for review and approval. At a minimum, the revised guide(s) shall include the same information as specified above. Pending approval of the revised guide(s), the Contractor shall diligently complete all required PM as specified.

C.5.3.2.4 Performing PM

- (a) It is incumbent upon the Contractor to carefully schedule and accomplish any and all PM actions, on all existing and any new equipment or system, to preclude interference with the building operation comfort levels as identified in paragraph C.5.2, Operational Requirements.
- (b) The level of PM to be performed on any equipment or system covered under a warranty or guarantee shall be determined by the Contractor prior to the performance of PM on any such equipment or systems.
- (c) The COTR shall be notified, in writing, one (1) week in advance, whenever maintenance or repair work is to be accomplished on equipment which requires shut down, opening, or dismantling of the equipment item. Equipment shall NOT be shut down, opened, or dismantled without COTR approval of the proposed date for shut down, opening, or dismantling. Such equipment may include, but is not limited to, emergency generator(s), air handling units, fans, pumps, and other equipment determined to be critical by the COTR. The notification shall also include expected completion time to allow for Government inspection of maintenance or repair work. All work that affects the building shall be performed after normal hours, unless the Contractor obtains COTR written approval to perform work during normal hours.
- (d) The Contractor shall be responsible for maintaining PM records for each piece of equipment or system that receives preventive maintenance under the approved PM program. A PM Control Card compatible with the computer based MIS shall be used for this purpose.
- (e) The Contractor shall verify the information contained on all PM Control Cards provided, and make any corrections. The Contractor shall also create new PM Control Cards for any new equipment/system, as required and archive cards for equipment/systems that have been replaced and/or removed.
- (f) All PM Control Cards shall reflect the PM guide card number, the equipment inventory identification number, the equipment nomenclature, the equipment location, the frequency of maintenance, the month that scheduled PM is to be performed, the date that PM was actually performed, the man hours consumed in performing the PM action, the initials or other identifying mark of the person performing the PM action, and whether or not there were deficiencies found during the PM activity, the actions taken and relative dates.
- (g) All PM Control Cards shall be managed and maintained on file by the Contractor in an area approved by the COTR. The COTR, shall have full and complete access to the PM control cards at all times to perform various required quality assurance inspections.

C.5.3.2.5 Reporting PM Performance

The Contractor shall be fully responsible for accomplishing all PM activities scheduled. Within five calendar days after the end of each month, the Contractor shall submit to the COTR, a progress report on the scheduled preventive maintenance activity, listing items that were scheduled and accomplished for the monthly

reporting period. This report shall clearly indicate, by equipment identification number and nomenclature the following:

- (a) PM activities that were scheduled to be performed during the previous month.
- (b) PM activities that were actually accomplished.
- (c) Status of any incomplete PM activities.
- (d) Deficiencies that were found during the performance of PM and the status of those deficiencies.

C.5.4 Corrective Maintenance and Repairs

The Contractor shall perform all corrective maintenance and repairs on all building infrastructure equipment and systems to ensure maximum effective and efficient performance and life of the equipment. Corrective maintenance or repairs are maintenance and repairs not scheduled for routine preventive maintenance, but which are necessary to repair equipment that is inoperable or to prevent damage to the equipment. Repairs for purposes of this section of the specification which are minor in nature and where the estimated cost does not exceed \$2000. are included in the base price of the contract and shall be affected by the Contractor. Repairs in excess of \$2000. require an approved Infrastructure Repair Order.

The final decision as to which dollar category a repair job falls under for repairs not exceeding \$25,000. shall be made by the COTR. In the event of a dispute, the Contractor may appeal the COTR's decision to the AOC Contracting Officer and file a claim. The Contractor shall proceed diligently with the performance of the work, pending resolution of any request for relief, claim, appeal or action relating to the contract, and comply with the decision of the Contracting Officer. All appeals and claims shall be processed in accordance with the "Disputes Clause" of this contract.

C.5.4.1 Corrective Maintenance and Repairs (in excess of \$2000.)

The Contractor shall generate an Infrastructure Repair Order for repairs in excess of \$2000. for each maintenance task or individual repair. Repairs shall be performed only when approved and ordered in accordance with Section G. Repairs in excess of \$2000. but not exceeding \$25,000. may be approved by the COTR. Repairs in excess of \$25,000. Require the approval of the AOC Contracting Officer.

The repair order shall describe the service to be provided and shall establish the maximum ceiling amount which includes the total labor and material costs estimated for the project. The ceilings specified in the form may not be exceeded without the written approval of the Contracting Officer or authorized Ordering Officer.

No repair work shall be performed without prior written approval from the COTR or the CO. The COTR or CO shall not approve the repair work until the price for the work can be determined to be fair and reasonable. The Service Work Order form shall include an approval block for the COTR/ CO signature.

C.5.4.2 Recording Performance of Equipment Repairs

The Contractor shall be responsible for maintaining equipment history records and shall ensure that each repair is recorded on the applicable maintenance card.

All equipment history cards shall reflect the equipment PM guide card number, the equipment inventory identification number, the equipment nomenclature, the equipment location, an explanation of all minor or major repairs or modifications accomplished on the equipment item, the date that work was performed, the man-hours consumed in performing the work, and the name/initials/other identifying mark of the person performing the work.

The Contractor shall update all equipment history cards on a continuous basis, or each time that maintenance or repair has been performed for that equipment. Inspection records shall also be included in the maintenance record for each piece of equipment. The Contractor shall maintain all equipment history/maintenance cards on file in an area designated by the Contractor that is readily accessible to the Government for review and inspection as required.

C.5.5 Architectural/Structural Maintenance

The Contractor shall provide all labor, equipment, and materials necessary to perform all architectural maintenance and repairs to the interior and exterior of the facility including, but not limited to, the interior and exterior items identified below. The repair threshold for architectural/structural maintenance is the same as stated in Section C.5.4 Corrective Maintenance and Repairs.

The Contractor shall maintain, repair, replace, and restore all of the architectural and structural components of the building. The PM and repair of the roofing system, ceilings, walls, and floor coverings **are included** in this contract. The Contractor shall maintain and preserve the architectural integrity of the TMFJB. Maintenance includes but is not limited to:

1. Scheduled interior and exterior painting (excluding interior of individual suites/offices);
2. Maintaining a continued “like new” appearance of all common areas and suite entry doors, by cleaning, painting (touch-up and/or complete), repairing, or whatever means deemed necessary by the COTR/DTR, for all finished walls (stationary or moving), baseboards, floors/carpets/carpet tiles/ceramic tiles/other hard flooring, ceilings, doors (wooden or otherwise/both sides of doors);
3. Caulking; cleaning, painting and repair of exterior architectural building finish systems including openings;
4. Waterproofing; replacement or repairs to the roofing system, atrium glass curtain wall, and steel space frame;
5. Repairs to the parking garage which do not require structural alterations;

C.5.5.1 Exterior

Exterior walls, atrium glass panels, frit glass windows, Pilkington Architectural, Ltd. steel space frame, glass curtain wall, granite pavers, Child Development Center play court surface, roofing, penthouse, rooftop balconies (4th, 6th, & 7th floors), flashings, skylights, chimneys, ventilators (and other items that pierce the roof), gutters, down spouts, splash blocks, overhangs, windows, exterior glass and metal doors, sidewalks, plaza, walkways, driveways, guard booths, roads, curbing, parking garage, patios, tree grates, security barriers, bollards, planters, benches, entrances, flagpoles, exterior stairways, loading dock, and parking garage roll-up gates shall be maintained by the Contractor.

C.5.5.2 Interior

Interior walls including wood paneling, soundproofing, training and conference room movable wall systems, floor coverings, granite, marble and glass tile flooring, carpeting (broadloom and tiles), ceramic tile and base, interior stairways, ceilings and ceiling tiles, doors, door hardware, windows, Venetian blinds, atrium shades and Judicial Conference Center “blackout” shades, toilet fixtures, plumbing systems and electrical systems and equipment including light fixtures shall be maintained by the Contractor. Cafeteria kitchen exhaust hoods systems shall be cleaned from hood to roof, on a semi-annual basis, in accordance with the requirements of

NFPA 96.

C.5.5.3 Level of Maintenance

The level of maintenance shall assure that the property is free of missing components or defects which affect the safety, appearance, and/or intended use of the facility or would prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with the design intent. Repair work shall be carried to completion, including touch-up painting and /or operational checks. The quality of the work and the repaired areas shall be of equal or higher quality, fully compatible with adjacent surfaces or equipment.

C.5.5.3.1 High Traffic Areas

The Contractor shall maintain all high-traffic areas to ensure the areas are free of missing components or defects which affect the safety, appearance, and/or intended use of the area. Examples of high traffic areas are the public corridors on all floors, in particular leading to and away from the freight elevator, concourse public corridors leading to or away from the loading dock, mail rooms, and computer centers.

C.5.5.4 Coordination of Work

The building may be occupied in an area where scheduled work is required for repair and alterations. The Contractor shall coordinate its work with others using the premises. Furniture and portable office equipment in the immediate area of the work to be performed shall be moved by the Contractor, covered with "drop cloths" or other suitable material, and replaced in its original location. Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operations and personnel. Interruptions to building services shall be kept to a minimum and those that affect environmental conditions, such as painting, floor replacement, drilling, etc., in occupied portions of the building shall be performed outside the normal hours of operation.

C.5.5.5 Appearance

Wherever the term appearance is used in this or subsequent sections of this Contract, it shall be construed to mean an appearance similar to the original finished appearance with only minor, unobjectionable deterioration resulting from normal use. Upon completion of work, any stains and other unsightly marks shall be removed by the Contractor at no additional cost to the government. As part of the base contract fixed price, the Contractor shall also perform all touch-up painting to the interior and exterior of the facility in accomplishment of maintenance and repair work.

During and at completion of work, debris shall not be allowed to spread into adjacent areas or accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress, by the Contractor and at no additional cost to the government.

C.5.5.6 Replacements

All replacements shall match existing surroundings in dimensions, materials, quality of work, finish, color and design.

C.5.6 Operation, Maintenance and Repair of All Elevators, Vertical Lift/Transportation Equipment (VTE), and Related Systems

C.5.6.1 General

The Contractor shall be responsible for the operation, maintenance and repair of all building elevators and vertical lift/transportation equipment (VTE) and related systems, to include, subcontracting all elevator and VTE equipment work to a qualified elevator contractor, approved by the Architect of the Capitol. The Contractor is responsible and shall ensure a qualified elevator subcontractor provides the necessary management, supervision, labor, materials, supplies, repair parts, tools, instruments, and equipment to maintain all VTE equipment and systems at the optimum level of performance. The Contractor shall provide preventive and corrective maintenance, including service calls, repairs and inspections in accordance with manufacturer's recommendations and industry standards, including ASME A17.1. The Contractor and subcontracted elevator services shall ensure the safety, and optimum operation and performance all elevators, loading dock hydraulic lift, and related equipment. The Contractor shall assure the elevator subcontractor maintains an inventory of any special tools and equipment, and has the technical knowledge and ability to troubleshoot, service and maintain the elevators related to the specific type of microprocessor controls installed on the system, including solid state or microprocessor diagnostic tools and software available only from the elevator/controller manufacturer.

C.5.6.1.1 Acceptable Level of Maintenance

All elevators in the TMFJB shall be maintained at the optimum level of performance throughout the contract performance period. An optimum level of maintenance is defined as the level of maintenance which will preserve the equipment in a pristine and unimpaired operating condition. In no case, shall the level of maintenance be less than the level recommended and specified by the system's manufacturer. The Contractor is responsible for performing scheduled and unscheduled maintenance and repairs, on a 24-hour a day, 365 days per year basis, including call-back, overtime and additional services.

C.5.6.1.2 Cleanliness

The Contractor shall maintain the elevator mechanical rooms, machinery shops, and storage areas in a clean and orderly manner. When work is performed in these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machine room floors and walls within the rooms shall be painted bi-annually. Machinery and machine enclosures and pipes shall be cleaned and painted once every three years, and kept clean and free from accumulating dirt at all times.

C.5.6.2 Elevator PM Schedule

The Contractor shall develop a PM schedule that includes details of each maintenance task for all elevator and elevator equipment located in the TMFJB. The schedule shall be submitted to the COTR for approval no later than 30 calendar days after the contract award. The schedule shall be approved by the COTR and any changes to the approved schedule shall be made in writing and the revisions shall be approved by the COTR.

C.5.6.3 Elevator Performance

The Contractor shall maintain the manufacturers recommended speed in feet per minute, the original performance time including acceleration/deceleration, perform the necessary adjustments and tests to maintain the original door speeds when opening or closing, and maintain the door open time and closing forces within the limits of the safety code for elevators and escalators. Measurements of elevator speed, door operating times, door pressure, floor to floor performance times, leveling accuracy and group operation shall be the governing factors in determining the adequacy of the elevator maintenance. Any deviations shall not be permitted unless approved by the AOC Facility Manager or his designee, and the AOC Elevator Engineering

personnel, who will then notify the COTR.

C.5.6.4 Elevator Testing

The Contractor shall subcontract all elevators testing to a qualified elevator inspection contractor, approved by the AOC Elevator Engineering Division. The Contractor shall provide an independent, Qualified Elevator Inspector meeting the qualifications of ASME QEI-1 to perform all elevator tests and inspections at no additional cost to the Government. Periodic tests and inspections shall be performed in accordance with Table N-1 of ASME A17.1. The Government may, at its own discretion, desire to be present at each scheduled test for each of the elevators and elevator equipment in the TMFJB. The Contractor shall notify the AOC Facility Manager and COTR at least fifteen (15) calendar days in advance of the testing. A written test report, listing all testing performed and conditions found, including recommendations for any repairs, shall be submitted to the COTR within fourteen (14) calendar days after testing, with a copy to the Architect of the Capitol Facility Manager. The Contractor must ensure all tests are successfully accomplished. The Contractor shall retain a copy of the test reports with all other applicable maintenance documentation for the elevators. The Contractor shall have any and all deficiencies identified during testing and inspections, corrected within 10 days, and request a re-inspection and test to occur within seven (7) days of correction, and a report be provided within fourteen (14) days of re-inspection and testing.

C.5.6.5 Continuity of Operation

The Contractor shall perform all maintenance and corrective repairs necessary to ensure continuity of operations. Maintenance shall include, but not be limited to; cleaning of elevator pits and carbon removal from the generators, to ensure the elevators and equipment useful life expectancy meets or exceeds manufacturer claims.

C.5.6.5.1 Elevator Emergencies

Contractor shall respond immediately to notification of an emergency condition, and correct the problem(s)/condition(s) as soon as possible, and without delay.

C.5.6.5.2 Operation after Emergencies

The Contractor shall ensure proper operation of all elevators and related equipment at the conclusion of any emergencies such as fires, fire drills, accident and rescue operations, strikes, civil disturbances, natural disasters, utility service outages, and military contingency operations.

C.5.6.6 Work Schedule Coordination

All scheduled work that requires an elevator to be taken out of service shall be coordinated with the COTR. The Contractor shall report to the COTR, the status of elevator equipment or systems not operating due to uncompleted work, by the close of each work day. Any equipment or system not operational by the official start time of the normal hours of operation shall be reported to the COTR by 8:00 AM that day. The Contractor shall be responsible for the installation of signs and/or barricades as related to equipment and/or systems, as deemed necessary by the COTR. In the event an elevator is shut down, an "Out of Service" sign must be placed at each control button on all floors. Downtime for elevator repairs shall be limited to 72 hours, except as approved, in writing, by the COTR.

C.5.6.7 Elevator Corrective Repairs

Repairs that exceed the dollar threshold of \$2000., shall be identified to the COTR in the form of an

Infrastructure Repair Order, with a proposal of the estimated costs (material and labor), and time frame for completion. The costs and time frame for completion shall be approved by the COTR prior to the start of any work under the Infrastructure Repair Order process. The work order must be approved and signed by the COTR or authorized Ordering Officer prior to start of this work. Work of an emergency nature shall not be delayed while waiting for approval. Emergency situation may be approved verbally by the COTR. Subsequently, a justification for the emergency work shall be provided to the COTR with the Contractor's invoice detailing the incurred costs.

C.5.6.8 Elevator Data Management

The Contractor shall identify the elevator equipment and systems and maintain the information in the TMFJB computer based management information system. The data shall be included as part of the total plant property management system.

C.5.6.9 Elevator PM Check Charts

The Contractor shall develop and maintain preventive maintenance check charts for each elevator and related equipment, according to the manufacturer's recommendations. The elevator check charts shall be posted and left in the respective elevator machine room. Check charts shall be maintained with Contractor employee's initials and dates to validate that scheduled preventive maintenance has been performed, as scheduled.

C.5.6.10 Elevator Records

The Contractor shall maintain all preventive and corrective maintenance records on all elevators and related equipment that are sufficient to develop statistical, historical, and cost records for each elevator.

C.5.6.11 Documentation

Each elevator mechanical equipment room shall contain the Schematic wiring diagrams, sequence of operation manuals, and parts manuals applicable to the particular type of equipment being maintained in conjunction with the elevators and elevator machinery.

C.5.6.12 Traffic Analysis

A traffic analysis shall be completed semi-annually on each group of three or more passenger elevators functioning under a common dispatching system. It shall be performed during a 24-hour period agreed upon by the COTR, when all the elevators are functioning properly and are "in-group" or operating as intended by the COTR. The traffic analysis report shall be submitted to the COTR within fourteen (14) calendar days after completion of this requirement.

- (a) Before the data is collected, individual elevator performance checks shall be accomplished on speed and motion control, door operation, and load weighting devices. Terminal dispatching times, and any clock controlled peak operations, shall be properly set.
- (b) The Contractor shall provide and install all necessary testing equipment. The following parameters or events shall be recorded and segmented at 15 minute intervals.
 - (1) Number of calls registered at each floor in both the up and down direction.
 - (2) Call cancellation time after registration in categories of under 15 seconds, 15-30 seconds, 30-45 seconds, 45-60 seconds, 60-120 seconds and over 120 seconds.
 - (3) Average waiting time for both up and down hall calls at each floor.

- (4) Percent of time each elevator is "in-group".
 - (5) Number of starts for each elevator.
 - (6) Number of times load by-pass function was initiated for each elevator.
- (c) The 15-minute interval data and 24-hour summary shall be collected and printed. All data shall be compiled into a report with an analysis and narrative characterizing the quality of elevator performance along with recommendations for system improvement.

C.5.6.13 Elevator Supplies, Materials, Equipment, and Replacement Parts

The Contractor shall furnish all labor, supplies, replacement parts, and materials, as necessary to perform cleaning, maintenance, inspection, repairs, or replacements to elevators, equipment, appurtenances, and accessories including, but not limited to: hoist machinery, traveling cables, motor generators, controllers, silicon control rectifiers (SCR's), transformers, rectifiers, exciters, selectors, worm gears, thrusts, bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operation and motor circuits, magnet frames, telephones, cams, car door and hoisting door hangers, tracks and guides, door operating devices, interlocks and contacts, interior cab lighting, hatch lighting, pit lights, bulb replacement in signal system, cover plates, position indicator glass, and all other elevator signal and accessory equipment. The Contractor is responsible for replacement of all machine room light bulbs or tubes, hatchway and pit receptacles, and light sockets. Particular attention shall be given to maintaining all emergency lighting units in an operable condition. Exchanging parts between any pieces of equipment, for any reason, is strictly prohibited under this contract, unless expressly approved in writing, by the COTR.

- (a) The Contractor shall have available, on-site at the TMFJB, a stock of replacement parts of type, brand, and capacity specified for the TMFJB where the elevator maintenance services are to be performed. The Contractor shall have replacement parts on site the first day of the contract, to ensure that elevator service will not be subject to interruptions or stoppages. At a minimum, the Contractor shall store, at the TMFJB, appropriate quantities of the following maintenance supplies:
- (1) Door operator motors, 1 each;
 - (2) Belts, 2 sets;
 - (3) Generator and motor brush sets;
 - (4) Controller and selector switch contacts and coils;
 - (5) All selector contacts, brushes, 1 set each.
 - (6) SCR fuses
 - (7) Door interlocks assembly complete
 - (8) Car door safety edge complete, 1 pair, 1 set of parts
 - (9) Car door photo electric safety device and other door protection equipment
 - (10) Hanger rollers for both car and hall doors
 - (11) Limit switches, terminal stopping segments and contacts
 - (12) Complete roller guide parts, replacement inserts for slide guides, for car and counterweight
 - (13) Capacitors, resistors and miscellaneous relay springs
 - (14) Replacement parts for contacts, sockets, switches, and buttons in car operating panel and all signal fixtures.
- (b) The Contractor/elevator subcontractor shall be able to provide parts of the types listed below for each type and size of elevator within 48 hours of establishment of the need for such part(s). The period of time for furnishing the part(s) may be extended by the COTR and/or AOC Contracting Officer, if requested by the Contractor within the original time period. The following lists parts that will be provided by the Contractor within 48 hours of establishment of the need:

- (1) Transformers, rectifiers, and exciters;
 - (2) Brake magnets, cores, coils, and related items for the repair of the brakes;
 - (3) Electric timer circuit boards;
 - (4) Special tools that are required to make repairs without undue delay;
 - (5) Solid state controls, power packs, and dispatching control cards;
 - (6) Perforated tape or air cord drive;
 - (7) Carpet inserts for cabs flooring.
- (c) The Contractor shall provide any additional parts when made necessary by normal wear and tear, except for the following items:
- (1) Car enclosure and interior panels;
 - (2) Car and hoist way enclosures including accessories;
 - (3) Hoist way doors, door frames, and sills;
 - (4) Floor granite panels; and
 - (5) Hoist way, compensating, and governor ropes
- (d) All parts replaced under the provisions of this contract shall be new and identical to original equipment or the equipment manufacturer's recommended replacement parts.
- (e) An inventory of spare parts shall be maintained at the TMFJB. This inventory shall contain the description and part number of all items listed in Section C .5.6.13. Whenever requested, the parts inventory shall be made available for inspection by the COTR, CO, and/or AOC Facility Manager.

C.5.7 Emergency Systems Maintenance, Testing, and Inspection

The contractor shall provide maintenance, periodic testing, and inspections to ensure emergency systems are operational at all times. The emergency systems include fire alarm, portable fire extinguishers, kitchen exhaust hood extinguishers, automatic sprinklers, and smoke control systems provided throughout the building. Also included are the dedicated firefighter telephone communication system provided in all stairways, elevator cabs and elevator lobbies, fire control room, property manager suite, roof top dome, and the roof mounted emergency generator and associated power distribution system. The Contractor shall be fully responsible for any and all costs related to performing these tests and any and all costs related to fixing or repairing any of the emergency system(s)/equipment outlined in this section up to \$2000. In the event any emergency system(s)/equipment replacement is necessary, due to the fault or negligence of the Contractor's responsibility to properly and adequately maintain said emergency system(s)/equipment, ANY AND ALL costs related to the emergency system(s)/equipment replacement shall be the sole responsibility of the Contractor. The emergency generator shall be used in circumstances of emergency power loss only.

C.5.7.1 Fire Alarm Control Equipment

The fire alarm control equipment consists of Simplex Time Recorder Company control panels located in the Fire Control Room connected through a Simplex proprietary "Mapnet" multiplex loop. Simplex model 4100 control units report to a Simplex model 2120 processor, which feeds information to the personal computer based graphic screen and Epson dot-matrix printer. Alarm notification is accomplished using Simplex amplifiers, tone generator and voice reproduction equipment from the Fire Control Room. All fire alarm signals (Alarm, Supervisory, and Trouble) are monitored in the Fire Control Room and the building manager's office.

The Fire Control System shall be monitored 24 hours a day, 7 days a week by an outside monitoring company. Upon receiving notification of a fire alarm, the monitoring company shall immediately contact the

local fire department, the building security, and the property management staff to report the alarm. In addition to monitoring fire alarms, the monitoring company shall also monitor Fire Control System "trouble" alarms. Trouble alarms shall be reported to the government's property management staff and building security.

Emergency telephones in elevator cabs shall be monitored 24 hours/7days a week. The monitoring company shall contact the elevator service company, property management staff, and building security immediately upon receipt of communication from a problem elevator cab.

C.5.7.2 System Testing Requirement

The emergency systems shall be inspected, tested, maintained, and records kept in strict accordance with the requirements of the National Fire Protection Association Standards 10, 25, 72, 92A, 96 and 110. Test and inspection plans shall be submitted to the COTR for approval at least 30 calendar days prior to commencement. A report shall be submitted to the COTR quarterly to document all testing and inspections. Reports shall contain a narrative providing a summary of equipment tested along with deficiencies noted and recommendations for correction. Copies of alarm logs from all testing shall be made available to the Government upon request.

C.5.8 Maintenance of Government Owned Equipment/Property

The contractor shall provide all maintenance and repair services to Government Owned Equipment/Property (excludes all computers/computer systems and audio visual equipment) located in the following areas, and also listed in attachment(s) identified in Section J of this Contract:

- (a) TMFJB Cafeteria
- (b) FJC Auditorium and Classrooms
- (c) Data Center Training Rooms
- (d) TMFJB Data Centers
- (e) Judicial Conference Center
- (f) Child Development Center
- (g) FJC Studio/Edit Room, Tele-training Studio, Control Room, and FJC Video Conferencing Studio

This equipment is not considered part of the TMFJB infrastructure for maintenance purposes. The Contractor shall provide any and all preventive maintenance on this government equipment/property under the base price for this contract line item number (CLIN), at no additional cost to the Government. Any necessary repairs required for this Government owned equipment/property, which is not covered under any warranties, shall be paid by the Contractor up to \$2000. per occurrence, per item, and to the extent that the total repair costs paid by the Contractor annually do not exceed \$25,000 per year. The Government is responsible for any major repairs to the Government owned equipment/property, to the extent such repairs exceed \$2000. per occurrence, per item, and to the extent that repairs exceed \$25,000 per year. For all repairs exceeding \$2000., the Contractor shall be responsible for reporting the repair to the COTR with an explanation, justification, and estimate for the repair. Upon COTR approval, this work will then be performed as a tenant work order as referenced in paragraph C.4.3.5.5 In no instance, however, shall the Government bear any responsibility for repair costs in any amount, incurred in whole or in part, as a result of the Contractor's (or its employees or subcontractor employees) negligence.

C.6 JANITORIAL/CUSTODIAL SERVICES

C.6.1 General

The Contractor shall provide all management, supervision, manpower, equipment, and supplies necessary to provide industry standard executive level, janitorial, custodial (including day porter services), interior and exterior window cleaning, carpet cleaning and related services as necessary to provide quality services to the TMFJB. The Contractor shall determine how often the work is to be performed, unless specified otherwise herein, and what methods shall be used to perform the custodial services in accordance with industry practices and manufacturer recommendations for executive level cleaning. The Contractor's janitorial/custodial personnel shall be full-time employees and shall not report for work at the TMFJB until the Contractor has conducted a criminal background check meeting the requirements of Section C.3.1. Upon request by the COTR, the Contractor shall provide written results of the background check(s). The COTR/CO have the sole discretion of accepting or rejecting any janitorial/custodial personnel.

C.6.1.1 Quality Requirements

The janitorial/custodial quality requirements, identified in an attachment listed in Section J, are provided as the Government's best gauge of minimum quality standards to be met for executive level cleaning. The results of the custodial work performed shall conform to the minimum industry standards for executive level cleaning, and the Contractor shall ensure that upon daily or periodic inspections that these minimum standards shall be met or exceeded.

C.6.2 Cleaning Equipment and Supplies

The Contractor shall provide all necessary cleaning equipment and consumable supplies (i.e., brooms, mops, etc). All consumable supplies shall be new on the contract start date. The COTR shall be provided a list of the proposed consumable supplies for review and approval 7 calendar days prior to contract start date. All cleaning equipment shall be new or serviceable at the contract start-up. All cleaning carts shall be equipped with rubber pneumatic tires, guards and bumpers and shall be free of any excessive grease or tar. All cart bags shall be sealed to avoid spillage or dripping. All equipment including carts shall be approved by the COTR and included in the activity schedule described later in this contract. The Contractor shall use products and equipment considered environmentally safe, and/or recycled products, to the greatest extent possible. The use of caustics (acid based cleansers) shall not be approved. Materials or supplies shall not be used in performance under this contract (or placed or stored on government property), until those products have been approved by the COTR. Products will be approved based on submission and review of the appropriate Material Safety Data Sheets (MSDS) by the COTR. Cleaning agents used in the U.S. Supreme Court Library Annex shall be submitted to the Librarian for approval **prior to use**. Cleaning agents containing potential pollutants such as amines, aldehydes, and other listed in the ASHRAE Applications Handbook Ch. 21 Table 2 are not permitted.

C.6.3 Contract Effort Required

The determination of the total daily productive labor-hour requirements, for the performance of all services specified herein is the responsibility of the Contractor. The Contractor shall use skilled and productive manpower in order to provide the required level of services specified in this contract.

Failure on the part of the Contractor to utilize skilled and productive manpower may produce unsatisfactory results that may cause the Government to make deductions from the Contractor's monthly invoices for unsatisfactory work or work not accomplished. If the Contractor continues to fail to perform, the contract may be terminated in accordance with the terms and conditions of the contract.

C.6.3.1 Schedule of Janitorial Services

The Contractor shall provide the necessary labor, materials, supplies, and equipment to perform the daily, weekly, semi-annual, and annual requirements set forth in the attachment entitled "Day Porter and Night Time and Weekend Cleaning Quality Requirements" listed in Section J, Attachment 9-1. The Contractor shall perform the day porter services from 8:00 AM to 4:00 PM, Monday through Friday, and the night-time custodial/janitorial services beginning at and no earlier than 10:30 PM to 7:00 AM, Monday through Friday, or at times specified by the COTR and/or CO in writing. Any daytime cleaning to be performed in the suite/offices within the USSC) shall be performed between the hours of 8:30 AM and 5:00 PM.

C.6.4 Scheduling Work

The Contractor shall develop an annual schedule for daily, weekly, monthly, semiannual, annual and other times specified in the contract for cleaning, and submit the schedule for approval to the COTR within 30 calendar days of contract award. The schedule shall include specific tasks, task areas, frequency, and estimated man-hours required. The schedule shall meet the requirements set forth in the attachment entitled "Day Porter and Night Time and Weekend Cleaning Quality Requirements" listed in Section J, Attachment 9-1, and shall include periodic and cyclical cleaning such as windows, floor stripping, carpet shampooing, etc.

- (a) Daily cleaning is defined as custodial tasks performed every week day (Monday through Friday)
- (b) Weekly cleaning is defined as every 7 calendar days (Sunday through Saturday)
- (c) Monthly cleaning is defined as once every calendar month
- (d) Semi-annual is every 6 months
- (e) Annual is every 365 calendar days

Emergency conditions (such as flooding of a particular section of the building), shall be considered to be part of the urgent building services, and unless deemed otherwise by the COTR, shall not be reason for failure to perform routine custodial/janitorial services.

C.6.5 Special Events

The Contractor shall perform general janitorial services before, during, and/or after Special Events historically held at the TMFJB. These Special Events are primarily held during the day, but on occasion are held at night. Although not limited to these areas, the following areas are the primary locations for Special Events: The TMFJB Atrium, the Judicial Conference Center, Agency Conference Rooms, the Federal Judicial Center (FJC) Auditorium, the FJC Training rooms, and the area of hallway directly in front of the cafeteria entrance. The number of Special Events each year has historically ranged from approximately 8 to 10. The Contractor shall perform these janitorial services on an as needed basis. The Contractor shall be informed in advance of these Special Events by the COTR. These janitorial services shall be included as part of the base contract fixed-price CLIN for Janitorial/Custodial Services and Related Services.

C.7 TRASH OR SOLID AND WET (FOOD) WASTE DISPOSAL/REMOVAL

C.7.1 General

The Contractor shall furnish all labor, materials, and equipment necessary to remove and dispose of all solid and wet (food) waste from the premises. All trash receptacles shall be emptied on a daily basis. All recyclable materials located in the north and south freight elevator lobbies of floors 1 through 7 shall be emptied on a weekly basis; including the white paper recycle bins located in the floor copier rooms on floors 1 through 7. Overflow from the trash compactor or containers shall not remain on the loading dock or floor

area used to collect the solid waste. The trash areas shall be policed and washed on a daily basis to ensure the area is clean and free of odor, debris, litter, insects, birds, and vermin. The frequency of pick-up schedules shall be determined by the contractor. The pick-up schedule shall be sufficient to prevent overflow. Containers shall be subject to approval by the COTR or his/her representative.

C.7.2 Solid Waste/Wet (Food) Waste

All solid waste collected as a requirement of this contract shall be removed from the premises and transported to a processing facility for the purpose of remanufacturing or recycling to the extent possible. The Contractor shall maintain the trash compactor including cleaning, deodorizing, pest control, repairs, and/or replacement containers. The trash compactor shall be maintained, cleaned, and odorless at all times.

All solid waste not transported to a processing facility for remanufacturing or recycling shall be disposed of only through a solid waste disposal facility certified within the meaning of the Solid Waste Disposal Act (42.U.S.C. 3251 et seq.), as amended by the Resource Recovery Act of 1970 (Public Law 91-512), where such facilities are available. Certification shall be made by the appropriate State Agency responsible for solid waste management or by the Environmental Protection Agency.

The Contractor shall also provide for removal of wet (food) waste from the building on a daily basis, five days a week. Containers shall be subject to approval by the COTR.

C.7.3 Disposal Facility

Selection of a certified disposal facility shall be the responsibility of the Contractor. The Contractor shall provide the COTR with the name, address, and state certification of the waste facility within 30 calendar days after contract award.

C.7.4 Recycling Program

The contractor shall provide a recycling plan for waste materials generated at the TMFJB within 30 calendar days after contract award. The Contractor shall handle, transport, and ensure the recycling of white and colored paper, newspaper, catalogs and magazines, cardboard, plastic, glass, aluminum, and toner cartridges (copiers, printers, facsimile machines, etc). The Contractor shall provide recycle storage containers with lids or covers on each floor in the area approved by the COTR. The contractor shall be responsible for ensuring all materials in containers earmarked for recycling shall be removed daily from collection/station containers to storage containers. The contractor shall provide containers free of residue, holes, vermin, or foreign matter, which may cause personal injury or damage to the building. The containers shall not emit any odors. There shall be no overflow around the recycling storage containers. Canvas hampers will not be allowed for the purpose of storage or transporting used beverage containers.

C.7.4.1 Limitations

Recyclable paper collected under this contract shall be used or sold as recyclable paper only. The contractor shall not use, allow access to, or offer for resale any papers, documents, file record material, or any other form of records on file, and records for information contained therein. The contractor shall be required to dispose of shredded material destroyed by a shredding device. All other material collected for recycling shall be used or sold as recyclable only.

C.7.4.2 Reporting Requirement

The contractor shall develop and maintain data relative to the recycling effort. The Contractor shall submit

a monthly report to the COTR by the 10th calendar day of the month identifying the previous months "Recyclables", to include the items recycled, quantity/pounds/volume, receipt from recycling company, amount of proceeds, and any other pertinent information to the items recycled. An annual report, capturing and summarizing the previous 12-month reported data, shall be submitted to the COTR at the end of each contract period.

C.7.4.3 Proceeds From Sale of Recyclables

The Contractor shall make every effort to dispose of "Recyclables" to result in proceeds for the sale of the "Recyclables". Any proceeds in the sale of "Recyclables" shall be disbursed in accordance with Section I.

C.8 PEST CONTROL REQUIREMENTS

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) program for the buildings and related grounds. IPM is a process for achieving long-term, environmentally-sound pest suppression through the use of a wide variety of technological and management practices such as the use of bug/rodent bait boxes, portable vacuums, insect and rodent trapping devices, and sticky traps. Control techniques in an IPM program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

C.8.1 Pest Control Plan

Prior to initiation of services, the contractor shall inspect the premises and submit to the COTR a Pest Control Plan appropriate for integrated pest management for the TMFJB within 14 calendar days following the initial inspection. The Pest Control Plan shall include proposed methods for control, Material Safety Data Sheets (MSDS) for any chemicals to be used, and a service schedule. The Contractor, or any of its subcontractors, shall not apply or spray, in any manner, any pesticides, chemical or otherwise (to include insect beneficiaries), without prior notification to, and prior approval of, the COTR. A commercial Pesticide Applicator Certificate or License is required for each contractor representative who will be performing on-site pest control services. The certificate or license shall be provided to the COTR or other Government representative acting as inspector under this contract. The contractor shall submit any changes to the pest control plan, to the COTR for approval, prior to implementing any subsequent changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

C.8.2 Pesticide

The contractor shall be responsible for application of pesticides according to the instructions on the label. All pesticides used by the contractor must be registered with the Environmental Protection Agency (EPA), state, and/or local jurisdiction. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.

The contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COTR. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. The contractor shall not store any pesticide product on Government property.

C.8.3 Bait Boxes

The contractor shall label all bait boxes with its business name, address, and date and time of installation and at each servicing. All bait boxes shall be securely locked or fastened shut and shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved. The Contractor shall inspect the bait boxes on a weekly basis and dispose of as necessary.

C.8.4 Pest Control Logbook

The contractor shall be responsible for maintaining a pest control logbook that includes, at a minimum:

- (1) The Pest Control Plan including labels;
- (2) MSDS for all pesticides used;
- (3) Brand names of all pest control devices and equipment;
- (4) The contractor's service schedule; and
- (5) The contractor's service report forms.

C.8.5 Pest Control Recommendations

The contractor shall be responsible for notifying the COTR in writing about any structural, sanitary, or procedural modifications/recommendations deemed necessary to eliminate pest food, water, harborage, or access.

C.9 MAIL SERVICES / FLOOR COPIER SERVICES

C.9.1 Mail Services

The Contractor shall retrieve all incoming mail delivered to the concourse level loading dock by the U.S. Postal Service (USPS). The Contractor mail services personnel shall use existing mail bins to sort incoming mail according to mail codes, mail stops, organizational designation or employee name in accordance with organization and staff listings provided by agency representatives. Sorted mail will be placed in agency provided mail pouches for delivery to specified mail stops.

All USPS mail that does not belong to the Administrative Office or other TMFJB occupant agencies shall be returned each day to the Postal Service. Contractor shall maintain bins as required to sort returned mail by category. An applicable placard will accompany each bin of returned mail.

If/whenever the Contractor's security personnel identify a suspicious letter/package, the item shall be secured in a sealed bin and the Contractor's security personnel will call the Contractor's mail services. Suspicious mail – determination is made on each item by careful review of X-ray machine image and visual inspection of items based on Center for Disease Control (CDC) and USPS suspicious items recognition. Mail services personnel shall further screen the item in the designated area for handling suspicious letters/packages. At NO TIME shall mail services personnel screen suspicious mail other than in the designated area. Upon inspection of the suspicious item, if mail services personnel determine security action is required, Property Management shall be notified immediately.

Screening of all suspicious mail shall be completed within one (1) hour of notification from the Contractor's security personnel. All "cleared" mail shall be returned to the mailroom for delivery to the addressee on the next scheduled agency mail delivery.

The Contractor shall provide all Appropriate Personal Protection Equipment (APPE) items to their security

and mail services personnel. At a minimum the items to be provided by the Contractor shall consist of goggles, Center CDC rated respirator masks, and gloves. The Contractor shall have sole responsibility for increasing, maintaining, and/or replacing all APPE to be utilized in performing these services.

C.9.1.0 Mail Services to COSC

In addition to the services listed above, the Contractor shall provide mail delivery/pick up services on a twice daily basis from the TMFJB to the AO Court Operations Support Center (COSC) located in Reston, Virginia.

C.9.1.1 Accountable Mail

The Contractor shall receive all accountable items (requiring signature) to include USPS registered, certified, and insured mail. A logging and signature system will be maintained that verifies arrival and subsequent distribution of all accountable items. The Contractor's staff shall deliver accountable USPS mail and obtain signatures from building occupants.

C.9.1.2 Non-USPS Carriers

FEDEX, UPS, and other non-USPS carriers authorized access to TMFJB will deliver their own accountable items. In the event that these carriers are not successful in their delivery attempts, they must redeliver at a later date. The Contractor's mail center staff shall not be responsible for delivery of any items from such carriers. The Contractor's security personnel shall screen these packages following the same procedures used for screening USPS items.

C.9.1.3 Delivery and Pickup of Mail

The Contractor shall deliver sorted mail at times and to stops designated by agency representatives, no less than twice each day. In the event of a late arrival by the USPS, mail shall be delivered as soon as it has been sorted and pouched. Outgoing USPS, non-USPS, and interoffice mail, shall be picked up at each mail stop when mail is delivered. The location of each mail stop will be indicated on floor plans provided by agency representatives. For all non-USPS mail/packages, the Contractor shall place the items in containers identified in Section C.9.1.5 below, for pickup by the appropriate non-USPS carriers.

Incoming morning USPS mail shall be sorted and then delivered during the first daily mail run. Incoming afternoon USPS mail shall be sorted and then delivered during the second mail run. Inter-office mail retrieved during each mail run shall be sorted and pouched for delivery during the next scheduled mail run.

C.9.1.4 Preparation of Outgoing USPS Mail

The Contractor shall sort outgoing USPS mail by category and weight. Metered postage shall be applied in accordance with applicable rates for the services required. The least expensive class of service shall be used consistent with delivery requirements. Metered mail, flats, and packages shall be placed in trays, bins, tubs or mail hampers according to USPS requirements and delivered to the designated pickup location on the loading dock no later than 4:45PM.

C.9.1.5 Preparation of Non-USPS Shipments

Outgoing shipments by FEDEX, UPS, and other approved carriers will be prepared by the sending office in accordance with each carrier's requirements. Appropriate containers shall be provided and/or maintained by the contractor for holding outgoing shipments awaiting pick up. These shipments shall be picked up from

the mail center by each carrier. Pickup receipts, if any, will be logged and filed as appropriate.

C.9.1.6 Forms/Materials

Stocks of required USPS and other service provider forms and packaging materials (provided free by vendors), required for daily operations, shall be maintained by the Contractor in sufficient quantities to meet demand. All other mailing materials and supplies, etc., will be provided by the Government

C.9.1.7 Hours of Service

The Contractor shall provide mail services Monday through Friday, 8:00AM - 5:00PM, with the exception of Federal holidays, or at other times when the building is closed.

C.9.1.8 Reporting

The Contractor shall provide agency representatives with monthly reports of USPS and other service provider activities to include the dollar amount spent and the number of pieces by category. In addition, the working supervisor or lead clerk shall review and certify service provider invoices to ensure that billed services were actually received. The government's current equipment has the capability to track mail by volume and type.

C.9.1.9 Work Space

The Mail Center is situated in a well lighted 13' x 40' climate controlled room with built-in counters, under counter closed storage, sorting racks, supervisor desk, locking file cabinets, adjustable height counter stools, refrigerator, and microwave oven. When and if the refrigerator and microwave become inoperable, it will be at the sole discretion of the government whether or not they will be repaired or replaced.

C.9.1.10 Work Space Maintenance/Repair

The Contractor shall maintain the Mail Center work space in a neat, clean, and orderly fashion. Floors and work surfaces shall be free of debris. Outgoing parcels, mail, and other items shall be neatly stacked awaiting pickup or transfer to the loading dock. The Contractor shall be responsible for calling in maintenance/repair requests for all of the government furnished equipment/property located in the Mail Center work space.

C.9.1.11 Mail Center Security

The Contractor shall ensure the postage meter is turned off and locked after hours to prevent any unauthorized use. The postage meter shall be turned off when not in use and the Mail Center shall be locked when there are no staff members present.

C.9.1.11.1 Equipment/Property Responsibility

Contractor employees shall safeguard the following list of government furnished equipment/property provided for their use and shall maintain a sign out log for any carts, hand trucks, etc., that are loaned to building occupants. The Contractor shall be liable for the replacement of any equipment lost or damaged due to Contractor's negligence while under its care.

- One (1) Ascom Hasler 335 plus postage meter, processing base and electronic scale. (Note: Postage is added to the meter via telephone (modem);
- One (1) Ascom Hasler 220 plus postage meter (currently not in use);
- One (1) UPS Postage meter, processing base, and electronic scale;

- One (1) HP Laserjet 1200 series printer;
- One (1) HP Laserjet 1100 series printer;
- One (1) Dell Optiplex GX1 PC & monitor;
- Two (2) Magliner hand trucks;
- One (1) Convertible hand truck/dolly;
- One (1) Flat bed cart;
- Six (6) Lockers;
- Two (2) Five-drawer file cabinets;
- One (1) Two-drawer file cabinet.

C.9.1.12 Agency Mail Representatives

Within 15 calendar days after contract award, the COTR will provide the Contractor with a list of each participating agency's designated representative(s) for mail services.

C.9.1.13 Mail Center Employee Appearance

Contract employees shall wear a clean uniform jacket, or smock, containing the Contractor's insignia and employee's name. The Property Manager shall inspect uniforms weekly for cleanliness, Contractor insignia, and employee name.

C.9.2 Floor Copier Services

C.9.2.1 Inspections of Agency Floor Copier Rooms

Twice a day, the Contractor's Mail Clerks shall inspect all agency floor copier rooms (by 8:30 a.m. and 3:00 p.m.), to ensure that appropriate levels of toner and paper supplies are available. If either paper or toner is low, the Contractor shall immediately re-supply the paper and/or toner back to a predetermined level for adequate operation. The Government is responsible for providing the paper and toner supplies and loading paper and installing toner in each floor copier.

C.9.2.2 Storage Paper Inventory

The Mail Clerks shall log out all boxes of paper removed for copier use using the "Storage Paper Inventory" log sheet located in the Paper Room (on the concourse level of the TMFJB). The log sheet contains the following information: Storage Amount, Cartons Received, Balance, Date, Office Received, and signature. A sample log sheet is shown as an attachment in Section J.

The Working Supervisor shall conduct an inventory check of the log sheet in the paper supply room at the close of each business day. The Working Supervisor shall notify the Operations Manager of the Printing and Distribution Facility when paper supplies reach a predetermined ordering level. The Operation Manager will place an order to replenish the paper supply. If toner supplies need to be restocked, the Contractor shall notify the COTR immediately.

Contractor staff shall provide copier paper from a central source upon request by building occupants. This paper will be picked-up by the requester; or only in extenuating circumstances will the copier paper be delivered by the Contractor. In addition, Contractor staff shall deliver, once a month (during first five (5) work days), approximately 275-300 cartons of copier paper to designated offices (high-end users), throughout TMFJB suites/rooms. The Government will provide a list of the high-end user locations and quantities to be delivered.

C.10 LANDSCAPING, GROUNDS, AND PLANT MAINTENANCE

C.10.1 Landscaping Maintenance Services

The Landscape Maintenance Services (hereinafter "Work") to be performed by the Contractor shall include the complete care and guarantee, of all interior and exterior trees, plants, shrubs, vines, ground covers, and lawn areas within the limits of the TMFJB property as specified within this contract.

The Contractor is hereby made aware that the Government anticipates that the Work at the TMFJB shall be of the very highest quality. All Work shall be strictly managed, executed, and performed by experienced personnel.

The Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the Work as identified in the specifications and frequencies described in Attachment 28. The Government reserves the right to modify the scope of work. (i.e., the quantity or type of materials used, the frequency of performance, etc.)

C.10.1.1 Warranties and Safety

C.10.1.1.1 Warranties

The Contractor warrants that work performed and all goods delivered shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all the work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. Contractor shall replace, at Contractor's total expense, all plant material, including, but not limited to, plants, shrubs, vines, trees, sod and turf (hereinafter "Plant Material") which, in the opinion of the COTR fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the work specified pursuant to these specifications. By acceptance of this Contract, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the TMFJB and Grounds (hereinafter "Site"), all conditions relevant to the work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the work. The Contractor acknowledges that the specifications are sufficient for the proper and complete execution of the work.

C.10.1.1.2 Safety

The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety & Health Administration. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Contract, utilizing safety equipment such as bright vests, traffic cones, etc.

C.10.1.2 Scheduling

Scheduling of any and all landscape (indoors and outside) maintenance shall be determined by the Contractor, coordinated with the COTR and/or designated representative, and approved by the COTR before any landscape maintenance is performed. The COTR shall be contacted at least forty-eight (48) hours ahead of time, whenever services cannot be performed by the Contractor as scheduled. In these instances the Contractor shall also propose an alternate plan and time for the services to be rescheduled and performed.

The COTR may at any time request alterations to the general maintenance service, provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or

labor.

C.10.1.3 Landscape Maintenance Inspections

C.10.1.3.1 Weekly Inspections

The Contractor shall conduct a weekly inspection of the Site and for the performance of all items required and referred to in these specifications.

C.10.1.3.2 Weekly Maintenance Worksheet

The Contractor shall notify the COTR through the Weekly Maintenance Worksheet (Attachment 24) of any problems. This worksheet must be delivered to the COTR on the day of the maintenance visit. These forms are very important in protecting both the Government and the Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form, if approved by the COTR. Any items not documented via the Weekly Maintenance Worksheet, that result in any damage to the Site, will become the liability and responsibility of the Contractor for correction at the Contractors expense.

C.10.1.3.3 Monthly Landscape Maintenance Inspection

The COTR will perform a monthly Site inspection with the Contractor. The Contractor shall schedule the monthly inspections with the approval of the COTR. The Contractor shall provide no less than a 14-day notice to the COTR for inspections or if there is a need to reschedule. During the inspection the Contractor shall compile a list of landscape related items that must be performed before the next Site inspection. All scheduled inspections will proceed with or without the attendance of the Contractor.

C.10.2 TURF MAINTENANCE

C.10.2.1 Mowing

Tall fescue turf shall be cut at a height of two and one half (2.5) to three and one half (3.5) inches as conditions dictate. No more than one third of the grass blade is to be removed when cutting. Mowing equipment shall be maintained with a sharp mower blade to deliver uniform mowing. Contractor shall control excessive grass clippings within turf or mulched bed areas.

C.10.2.2 Edging

Contractor shall edge all curbs, sidewalks, paths, and turf bed lines with a metal blade edger. All completed edges shall have a perpendicular appearance between turf and hardlines, and turf and bed lines. An angled or beveled appearance of hardlines or bed lines is unacceptable. Weed eaters shall not be used in edging. Blowers shall be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging.

C.10.2.3 Turf Overseeding

All turf areas shall be prepared, aerated, and over seeded with 2 - 5 lbs per 1,000 square feet of a blue tag, turf-type improved varieties Tall Fescue. This seed shall be free of "Poa annua" and other noxious weed seeds. Over seeding shall begin in September, with 90% germination of all areas by October 15. Reducing the height of turf prior to over seeding is acceptable. Contractor shall not change the above schedule, rates, or specifications without approval of the COTR

C.10.2.4 Fertilization

Contractor shall have full responsibility for determining the proper formulations and rates of all fertilizers to maintain healthy, vigorous turf. Contractor shall apply nutrients necessary to maintain a healthy turf based on soil testing. Contractor shall be responsible for removing any excess fertilization from paved surfaces, curbs, and sidewalks.

C.10.2.5 pH Adjustment

On a yearly bases pH level of turf shall be tested. Contractor shall maintain pH level between 6.2 and 7.0 with the optimal level to be 6.5.

C.10.2.6 Insect & Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinch bugs, and grubs working under an Integrated Pest Management policy. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks.

C.10.2.7 Water

Contractor shall be responsible for damage to irrigation and water supply items that were not reported to the COTR in writing, and shall be responsible for replacement of these items.

Contractor shall monitor the moisture levels in turf areas and report any problems, in writing to the COTR, that may be present during the maintenance visit. Contractor shall not be responsible for the hand watering of any turf area unless plant material is under additional warranty.

C.10.2.8 Turf Weed Control

Weeds shall be controlled in turf areas by mechanical, physical and chemical methods working under an Integrated Pest Management policy. Turf areas shall be maintained weed free. Contractor shall remove any chemicals used in treating weeds from paved surfaces, curbs, and sidewalks.

C.10.2.9 Monofilament Trim

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with large machinery.

C.10.2.10 Top Dress Turf

The Contractor shall top dress soil to maintain a groomed appearance. Contractor shall fill depressions with new topsoil and repair bare spots or replace dead grass with new of the same variety and appearance.

C.10.2.11 Damage to Irrigation System

The contractor shall mark all sprinkler heads prior to conducting activities where heads may be damaged. The Contractor shall be responsible for costs to repair all sprinkler heads and irrigation lines damaged by their activities.

C.10.3 SHRUB AND GROUNDCOVER MAINTENANCE

C.10.3.1 Pruning

All shrubs shall be hand and mechanically pruned to industry standards, removing dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the Government. Flowering shrubs shall be pruned immediately following completion of the flowering stage. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning should be performed once a year during the late winter months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings.

C.10.3.2 Fertilization

Contractor shall have full responsibilities for determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs and ground cover. Contractor shall apply nutrients necessary to maintain healthy plant material based on the species. Contractor shall remove any excess fertilizer from paved surfaces, curbs, and sidewalks.

C.10.3.3 pH Adjustment

Contractor shall be responsible for maintaining industry recommended proper pH levels for all shrub and groundcover plants.

C.10.3.4 Insect & Disease Control

Contractor shall conduct weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall remove any excess pesticides from paved surfaces, curbs, and sidewalks.

C.10.3.5 Water

Contractor shall monitor the moisture levels in bed areas and report any problems, in writing to the COTR, that may be present during the maintenance visit. Contractor shall be responsible for damage to plants that were not reported to the COTR in writing, and shall be responsible for replacement of these items. Contractor shall not be responsible for hand watering of any shrub or groundcover areas unless plant material is under warranty.

C.10.3.6 Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods under an Integrated Pest Management policy. Bed areas shall be maintained weed free by the use of pre and post emergent herbicides. Contractor shall be responsible for removing any excess chemical application used to control weeds from paved surfaces, curbs, and sidewalks.

C.10.3.7 William Penn Barberry

The Contractor shall pay particular attention to the William Penn Barberry (thorny bushes) along the perimeter wall of the Thurgood Marshall Child Development Center. These bushes are an additional security measure and shall be maintained at a height and depth sufficient to actively serve as an entry barrier to the

play court.

C.10.4 TREE MAINTENANCE

C.10.4.1 Pruning

Contractor shall maintain all trees along roadways, activity areas, and all sidewalks such that no branches/limbs will overhang on sidewalks and parking areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Limbs and branches shall be removed from the property. All sucker growth from trunk and base of trees shall be removed weekly to maintain a clean appearance. Contractor shall be responsible for pruning all ornamental trees. Pruning shall include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

C.10.4.2 Fertilization

Fertilization applies to planted trees that are still staked or guyed, and planted trees that have a caliper of eight (8) inches or less. Amounts of fertilizer shall be based on industry standards. Existing mature trees do not apply. Contractor shall notify the COTR and make recommendations, in writing, of all other trees that may need supplemental fertilization. Contractor shall remove any excess fertilization from paved surfaces, curbs, and sidewalks.

C.10.4.3 Insect & Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems for trees under an Integrated Pest Management policy. Contractor shall remove any excess pesticides from paved surfaces, curbs, and sidewalks.

C.10.4.4 Water

Contractor shall monitor the moisture levels in bed areas and report any problems in writing to the COTR that may be present during the maintenance visit. Contractor shall be responsible for damage to trees that were not reported to the COTR in writing, and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any trees unless plant material is under warranty.

C.10.4.5 Staking

Staked trees shall be re-staked and adjusted as necessary but not to exceed once per year. Stakes shall be adjusted and/or removed when deemed necessary by the COTR or Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval by the COTR.

C.10.5 SEASONAL COLOR MAINTENANCE

C.10.5.1 Bed Preparation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing. Contractor shall also be responsible for planting the specified size of plant material designated by COTR. Beds shall be prepared to COTR's specification. Additional seasonal planting are located in the security planters located at the perimeter of the atrium plaza,

small planters at the Massachusetts Avenue exit, and in beds leading to the 2nd Street entrance to the building. Contractor shall be responsible for taking general and micro nutrient tests of annual bed areas. The COTR shall receive copies of test results and a list of actions to be taken by the Contractor to correct all problems identified by the report. Fertilizers shall be rototilled into the top six (6) inches of soil mix. pH adjustment shall be made during each seasonal rotation. Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic. Remove rocks and debris, and trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.

C.10.5.2 Seasonal Color Replacement

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the COTR.

C.10.5.3 Deadheading & Pruning

Deadheading: Declining flowers and foliage shall be removed weekly. Plants shall be pruned to avoid plants becoming leggy or unsightly; and also to maintain a consistent uniform mass.

C.10.5.4 Fertilization

Contractor shall have full responsibility for determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

C.10.5.6 Holiday Poinsettia

As an option to the Government, the Contractor shall provide a price (by October 1) for holiday poinsettias in sufficient quantity to be placed by the Contractor around the perimeter of the two bamboo planters in the interior atrium. Holiday poinsettia selection shall be approved by the COTR.

C.10.5.7 Insect & Disease Control

Contractor shall be responsible for weekly inspections of planted areas and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks.

C.10.5.8 Watering

Contractor shall be responsible for monitoring the moisture levels in bed areas and reporting any problems, in writing to the COTR, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the COTR in writing, and shall be responsible for replacement of these items. Contractor shall be responsible for manual or mechanical watering of plant material as needed to maintain healthy plants. Time must be accounted for on the WEEKLY MAINTENANCE WORKSHEET.

C.10.5.9 Bed Weed Control

The Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas shall be maintained weed free under an Integrated Pest Management policy. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

C.10.5.10 Perennial Maintenance

All perennial beds shall be cleaned up in the fall and again in late winter before mulching. The removal of all spent blooms, flower stalks, and drying foliage shall be performed as needed. A one-time (late winter) cut back and mulching of all foliage shall be included in the cost for each year. Any additional watering, weed control, fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

C.10.5.11 Windowsill Planters

The contractor shall provide a minimum of sixteen 20" plastic planters with seasonal plants for the ground floor exterior windowsills. The window sill's planters shall contain boxwood foliage plants as approved by the COTR.

C.10.6 MULCHING FOR TREE AND SHRUB BED AREAS

C.10.6.1 Mulch

Contractor shall be responsible for one (1) annual application of hardwood mulch which shall occur when recommended by the Contractor and approved by the COTR. Mulch shall be spread at a depth of two (2) inches (total depth), such that none of the old or previously laid mulch is visible. Contractor shall be responsible for removal of mulch from paved surfaces, curbs, and sidewalks. Contractor shall be responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor shall spot mulch any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance, i.e., mower damage around bed lines, etc. All hardwood mulch shall be brown in color and free of sticks and other debris when installation is complete. The COTR shall approve any deviation from this specific type mulch. Contractor shall provide a sample of mulch prior to installation and must have written approval prior to beginning work.

C.10.6.2 Trenching

Bed line edges shall be trenched and beveled at a depth of two (2) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All beds bordered by turf shall be defined and have areas growing into the beds removed. All tree wells located in turf areas shall have root balls raked smooth, and shall be trenched and beveled at a depth of one (1) inch. Contractor shall avoid cutting tree roots while trenching.

C.10.7 GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

C.10.7.1 Clean Up Procedures

Weekly

The Contractor shall conduct a general cleanup program as a part of each weekly maintenance service. The cleanup program shall involve a policing of all maintained areas and parking garage for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. Also a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas shall be performed. This shall encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Street parking areas shall be kept clean within 15 feet of curbs and planted areas.

Daily – (Monday through Friday)

As a part of the daily service, the Contractor shall be responsible for removing trash from all areas except for

the days of the weekly service. Daily trash removal shall involve removing any animal and/or human vomit/waste, larger debris such as cans, bottles, bags, and paper.

C.10.7.2 Animal Carcasses/Waste

On a daily basis, Contractor shall be responsible for removal and proper disposal of any animal carcass' found within 15 feet of the property.

C.10.7.3 Grounds Trash Containers

Contractor shall be responsible for emptying and replacing trash liners of all trash containers twice a week Monday through Friday or when container is 85% full.

C.10.7.3 Weed Control

All parking areas, curbs, gutters, pavers, driveways, paths, balconies, and sidewalks shall be maintained weed free.

C.10.7.5 Disposal of Debris

All debris shall be disposed of off site. Government shall furnish area for Contractor dumpster storage.

C.10.7.6 Severe Weather Cleanup

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any cleanup operation outside the scope of the maintenance contract. The COTR may request that the Contractor apply allocated maintenance contract man-hours for the purpose of severe weather cleanup that are within the scope of the maintenance contract.

C.10.7.7 Typical Weather Cleanup

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

C.10.8 LEAF REMOVAL

C.10.8.1 Leaf Collection

Fallen leaves in all areas shall be collected no less than five (5) times per year and removed from property. This shall be done as recommended by the Contractor and approved by the COTR from the beginning of September through February, or until leaf disbursement ceases. On a weekly basis, the Contractor shall collect leaves from focal areas, bed, and turf areas to prevent heavy build-up that could cause damage to plant material by smothering.

C.10.8.2 Disposal of Debris

All debris shall be disposed of off site.

C.10.8.3 PLANT MATERIAL DISPOSAL

Dead plant material, not requiring tree surgeon services for removal shall be removed and disposed of immediately by the Contractor.

C.10.9 IRRIGATION SYSTEMS

Contractor shall be responsible for employing an irrigation technician trained to manage all irrigation operating systems. Contractor shall be responsible for all programming necessary to properly operate all irrigation systems.

C.10.9.1 Irrigation Inspection and Management

Contractor shall program, monitor, adjust and manage all automatic irrigation systems for proper frequency, duration, and operation of supplemental watering on a daily basis. At all times, the system shall be functioning properly and conform to all related codes and regulations. Adjustments include, but are not limited to, flow control, radius adjustment, nozzle cleaning, sprinkler height, and level adjustment. Contractor shall monitor all systems within the described premises and correct for coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials and turf which obstruct the spray. Contractor shall be responsible for checking and adjusting all controllers to assure proper operation. Contractor shall be responsible for performing a complete irrigation evaluation at commencement of Contract and at least annually thereafter. Contractor shall furnish the COTR with a summary of each clock and zone operation. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work.

C.10.9.2 Irrigation System Maintenance, Repairs, & Replacement

Contractor shall bear all cost for any and all maintenance, repairs, and parts associated with the system including the water delivery system, main lines, lateral lines, and sprinkler heads. Contractor shall bear full responsibility 24 hours per day, seven (7) days per week, for normal daily operations of irrigation system and pumping units. Contractor shall make all repairs within 24 hours, except for replacement of capitalized items described below. Parts and labor expense shall be born by the Contractor as part of his obligation. Contractor shall not be required to bear the cost of replacing the following irrigation system capitalized items, such as pumps, controllers, valves, main lines, lateral lines, and faulty or damaged wiring except for where damage was caused by the Contractor. The COTR shall be furnished an itemized parts list and cost which must be authorized by the COTR prior to purchase. The labor costs associated with repairing or replacing these items shall be born by the Government.

C.10.9.3 Water and Electrical Consumption

Contractor shall be responsible for monitoring water and electrical consumption to ensure adequate, but not excessive, water and electrical use. The Contractor shall be responsible for reading the water consumption meters and forwarding the information to the COTR. Should water or electrical consumption become excessive, and evidence points to the fault of the Contractor, the Government shall be reimbursed by the Contractor for the costs related to the excessive consumption.

C.10.10 LANDSCAPE MAINTENANCE FERTILIZATION, WEED AND INSECT CONTROL

Contractor shall be responsible for applying chemicals and fertilizers. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with the label instructions. Applications must comply with all state and federal regulations and be applied under an Integrated Pest Management policy. Chemicals shall be applied only by qualified, trained personnel and shall be applied evenly. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations and shall be approved by the COTR prior to applications. Chemicals

shall be applied with extreme care to avoid hazard to any person in the immediate or adjacent areas, and to prevent property damage. All chemicals shall be in the original manufacturer's containers and properly labeled.

Contractor shall be responsible for taking general and micro nutrient tests of turf and shrub bed areas. The COTR shall be provided copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 30 days of testing. Contractor shall be responsible for applications of nutrients that should be applied to maintain a balanced soil. Contractor shall be fully responsible for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

C.10.10.1 Interior Atrium and Plant Maintenance

The contractor shall provide services for the care and maintenance of the bamboo garden planters located in the center of the atrium for the TMFJB. Bamboo culms and plantings shall present a well-groomed appearance at all times. Bamboo culms and plant height shall be monitored and maintained to ensure a lush and healthy appearance. Bamboo plantings shall be controlled and present a neat appearance. Contractor shall replace bamboo and plantings to avoid depressions and bare places. There shall be no evidence of insects, pests (including snails and slugs), or disease. The contractor shall remove debris material from the site. Weeds in the planters shall be controlled or eliminated in order to present a neat, well-maintained appearance at all times. All bamboo and planted areas shall have a healthy color and appearance. Bamboo culms and plantings and other interior plants shall show no signs of excess dryness.

C.10.10.2 Planter Irrigation System

The Contractor shall maintain the bamboo garden which includes maintenance of the planter's irrigation system and the bamboo growth computer located on the ground floor behind the security break room.

C.11 CLEARING SNOW/ICE, SHOVELING, PLOWING, SANDING/TREATMENTS AND REMOVAL

The Contractor shall be responsible for clearing/preventing snow and ice from walkways, landings, steps, etc. These surfaces shall be kept clear of snow and ice at all times during normal business hours. To prevent a hazardous condition, surfaces which accumulate snow or ice overnight or on weekends, must be free of snow and ice prior to 6:00 AM, on the first business day following the start of the storm. The contractor shall provide services, materials, and equipment, as necessary, for the clearing and removal of snow and ice accumulations. In addition, the Contractor shall ensure that all entrances into, and inside the building are immediately cleared, cleaned, and dried of any icy, wet, or otherwise slippery conditions, to ensure the safety and well being of all building tenants and occupants. This includes the Contractor installing/applying and eventually removing, existing government and, as necessary, contractor-provided rubber matting, carpets, etc.

C.11.1 Government Furnished Equipment

The Government will furnish a tractor with weights and chains, snow thrower attachment for tractor, front mounted heavy duty sweeper attachment, Sweepster C36 snow sweeper, snow thrower (Ariens ST724) 7 HP, 2 polypropylene or stainless steel broadcast spreaders hand operated commercial duty 100 pound capacity, 48" snow plow attachment for Gravelly tractor, and a stainless steel spreader (tow behind) for tractor. These items are included on the list of Government Furnished Property identified in Section J as an attachment to this Contract.

C.11.2 Contractor Furnished Equipment

The contractor shall furnish any additional necessary tools, supplies, and equipment including trucks, mechanical sanders, heavy equipment, snow shovels, and other items necessary for the clearing and removal of snow and ice accumulations.

C.11.3 Chemicals

Chemicals and/or sand applied to ice and snow shall be used to reduce safety hazards. All chemicals used shall be in accordance with Federal specifications, local codes, and as approved by the COTR. Snow melt chemicals shall be urea based. Material Safety Data Sheets shall be provided for each of the chemicals to be used and snow melt materials shall be approved by the COTR prior to use. If directed by the COTR, the contractor shall keep an adequate supply of chemicals and/or sand on the premises in a secured location.

C.11.4 Snow Plowing

Snow plowing shall be accomplished by the contractor to maintain safe passage for access into buildings, parking areas, roadways, approaches, ramps, etc. In the event of icy rain or snow, sanding shall commence to maintain a safe passage on all paved parking areas, driveways, ramps, and walkways.

C.11.5 Snow Removal

Snow shall be removed from the site when the accumulation exceeds that which can be pushed off of the roads, parking areas, ramps, and walkways without blocking traffic, parking spaces, and pedestrian thoroughfares or impedes the visibility of vehicular operators or pedestrians. All interior areas shall be regularly observed for slipping hazards and necessary cleaning as a result of rain/snow/ice precipitation. The Contractor shall be responsible for providing, placing, (and ultimately removing) an adequate amount of safety mats/rugs/carpets. Additionally, the Contractor shall be responsible for providing, placing, (and ultimately removing) appropriate "hazardous/slippery" signage.

C.11.6 Additional Snow/Ice Removal

Removal of snow/ice build-up from roofs and canopies, and the Atrium ceiling may be required during the snow season. The Contractor shall have, or be able to obtain within two (2) hours of a storm beginning, the proper equipment necessary to accomplish this requirement, at no additional cost to the government. Whenever necessary, removal of snow/ice from the roofs or canopies will be ordered by the COTR and the contractor shall receive instructions relative to the need for this work to be performed.

C.11.7 Snow / Ice Removal Plan

Within 30 calendar days after Contract award, the Contractor shall submit a written snow/ice removal plan to the COTR that details the operating plan and procedures which shall be followed to satisfy the requirements identified in this Section C.11.

C.12 ARCHITECTURAL AND ENGINEERING (A&E) DESIGN, TENANT ALTERATIONS, AND CONSTRUCTION PROJECTS

C.12.1 General

The Contractor shall provide the capability to respond to tenant work orders for architectural and engineering (A&E) design services, and related tenant alterations or building construction projects. When these services

are requested by the government the Contractor shall obtain bids/proposals from potential subcontractors and provide a recommended proposal response.

C.12.2 Tenant Work Orders

Government authorized A&E design, tenant alterations, and construction projects shall be requested by tenant work order to the Contractor as defined in the Tenant Work Order Section of this Contract C.4.3.5.5) and in accordance with the provisions set forth in Section I of this Contract.

C.12.3 Tenant Project Management Requirements

The Contractor's Tenant Project Manager and the COTR, or designated tenant representative, shall meet within seven (7) calendar days after receipt of a request for tenant alteration services to discuss the requirements and review the design intent floor plans provided by the government. The Contractor's Tenant Project Manager shall coordinate and participate in relevant requirements meetings, as necessary, to identify, review, and/or refine the scope of work for tenant alteration services. Minutes of the requirements meeting or subsequent meetings will be prepared by the Contractor's Tenant Project Manager and submitted to the COTR for concurrence or approval within three (3) calendar days following the conclusion of each meeting.

C.12.4 Tenant Site Alteration Plan

The Contractor's Tenant Project Manager shall provide to the COTR copies of layouts of the existing space. The COTR will verify all data required to accurately describe the current space layout and conditions.

C.12.5 Requests for A&E Design Services

In response to a written request for A&E design services, the Contractor's Tenant Project Manager shall share approved tenant alteration requirements with an A&E design subcontractor and obtain a written scope of work for the tenant alteration project, and a cost estimate for the A&E design services requested. The Contractor's Tenant Project Manager shall review the A&E design subcontractor's scope of work and negotiate a firm-fixed price. This information shall be submitted to the COTR as the proposed response to the request for A&E design services. Upon approval of the scope of work and cost estimate, the COTR shall issue a work order in accordance with Section I of this Contract.

C.12.5.1 A&E Design Preparation

The Contractor's A&E design subcontractor shall prepare a schedule for development of the final drawings and/or construction documents and submit them to the Contractor's Tenant Project Manager within seven (7) calendar days after the contractor's receipt of a work order from the COTR. The Contractor's Tenant Project Manager shall provide a copy of this schedule to the COTR immediately upon receipt. Floor plans shall be at least 1/8" = 1'-0" scale. Elevations shall be at least 3/8" = 1'-0" scale. Details shall be at least 1 1/2" = 1'-0" scale. All documents shall be submitted with cost estimates developed in accordance with the current version of *RS Means Interior Cost Data*.

All required construction bid drawings should include, but are not limited to, architectural, mechanical, telecommunication and electrical, plumbing, fire protection, reflected ceiling, and interior finish schedule.

On completion of the preliminary drawings and/or construction documents, the A&E design subcontractor shall submit the drawings to the Contractor's Tenant Project Manager who shall meet with the COTR to review the preliminary drawings and/or construction documents. Following this review, the Contractor's

Tenant Project Manager shall ensure that the A&E design subcontractor incorporates all edits/comments and resubmits final drawings and/or construction documents to the COTR through the Tenant Project Manager for approval to proceed.

C.12.6 Requests for Alteration/Construction Projects

After approving the final drawings and/or construction documents, prepared by an A&E design subcontractor, the COTR may request, in writing, the Contractor's Tenant Project Manager to obtain subcontractor bids/proposals to complete the alteration/construction project. The COTR will provide any additional information such as construction phasing. The Contractor's Tenant Project Manager shall submit a response to the government's request in the form of a proposed construction schedule and cost estimate within 14 calendar days after receipt of the request. On a case-by-case basis, additional time will be allowed based on the size/complexity of the project.

C.12.6.1 Alteration/Construction Project Bid Process

The construction bid documents will be prepared in accordance with the American Institute of Architects standards, *Project Manual -Thurgood Marshall Federal Judiciary Building Tenant Alterations (dated January 1997) Oldham & Partners PLLC*, and will meet all required federal, state and local code and standards and requirements. Refer to Section J for a sample of the construction bid documents the government will require for each project.

C.12.6.1.1 Alteration/Construction Subcontracts with A&E Design Subcontractor

Under no circumstances shall a subcontract for a building alteration/construction project be awarded to the A&E design subcontractor that designed the project, unless it can be substantially justified to, and approved by the COTR.

C.12.6.1.2 Bid/Proposal Competitive Requirement

The Contractor's Tenant Project Manager shall request sealed bids/proposals from prospective offerors for completing alteration/construction projects. The bid/proposal package shall include, at a minimum, a request for information about the offeror's prior experience in performing similar projects of the same magnitude as the requirements/project being solicited, references from former clients which can substantiate the claim, a work breakdown chart showing all key personnel, labor categories, hours, and hourly rates to be expended on the project, and a proposed construction schedule. The Contractor shall include a template for cost breakdown following the categories in *American Institute of Architect (AIA) Contract Documents*.

For projects with an estimated cost of \$2000. or less, the Contractor's Tenant Project Manager shall provide a best price estimate for accomplishing the work. Projects with estimates in excess of \$2000., but lower than \$25,000, shall require the Contractor's Tenant Project Manager to solicit a minimum of three bids/proposals. Projects with an estimated cost in excess of \$25,000 shall require the Contractor's Tenant Project Manager to request bids/proposals from all interested and responsible offerors. Prior to soliciting any bids/proposals, the Contractor's Tenant Project Manager shall review the prospective offerors list with the COTR. At that time, the COTR can make recommendations for adding or deleting prospective offerors based on knowledge, experience, and capabilities of the prospective offerors.

C.12.6.1.3 Bid/Proposal Noticing Requirement

For projects with a cost estimate in excess of \$25,000, the Contractor's Tenant Project Manager shall ensure that advance notices are distributed to reach as many prospective offerors located in the Washington DC

vicinity as practicable. Notices may be placed in local trade publications and newspapers. The COTR may provide the Contractor's Tenant Project Coordinator with a list of prospective offerors.

C.12.6.2 Response to Tenant Request for Alteration/Construction Projects

The Contractor's Tenant Project Manager shall receive all bids/proposals and review the offerors' proposed construction schedules and references of past work to determine suitability for the project. The Contractor's Tenant Project Manager shall review the bids/proposals of all suitable offerors and identify the offeror with the best price. The Tenant Project Manager shall also coordinate and forward the bids/proposals to the A/E designers for their review and response.

The Contractor's Tenant Project Manager shall then submit the proposed construction schedule and bid/proposal with evaluation sheet to the COTR for review and approval. After approval the COTR may issue a work order for construction based on the bid/proposal price. The Contractor's Tenant Project Manager shall then execute a subcontract agreement with the successful offeror to initiate work on the project.

C.12.6.2.1 Bid Record Keeping Requirement

The Contractor's Tenant Project Manager shall keep a file of all bid/proposal actions taken in response to requests for alteration/construction projects. At a minimum, this file shall contain information on the noticing process, bids/proposals received, references checked, and final determination. This file shall be made available to the government at any time requested.

C.12.6.3 Project Coordination and Management

The area to be renovated or altered may be occupied during the performance of repairs and alterations. The Contractor's Tenant Project Manager shall coordinate all work with the COTR and others using the space to be altered, including other tenant agencies and other Government contractors. Furniture and portable office equipment in the immediate area of the work to be performed shall be moved by the contractor and later replaced in its original location. The Contractor shall install a plastic barrier around the construction area. Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to building activities, operations, and personnel. Interruptions to building services shall be kept to a minimum and activities that adversely affect the environmental conditions in occupied portions of a building shall be performed outside the official hours, as determined by the COTR. The Contractor's Tenant Project Manager shall coordinate and attend weekly construction meetings and provide written minutes of the meetings within three (3) calendar days of the meetings. The weekly meetings shall be scheduled to ensure that the A/E designers will attend the weekly construction meetings.

C.12.6.4 Inspections

The Contractor's Tenant Project Manager shall coordinate with the COTR to review work in progress and final inspections. The Contractor's Tenant Project Manager shall work with the A/E designer(s) to prepare walk-thru "Punch List" and final inspection reports reflecting on-site observations. Final inspection reports shall certify that all work specified has been completed in accordance with the final drawings and/or construction document specifications and all items on the "Punch List" have been completed in accordance with appropriate building codes.

C.12.6.5 Time Requirements

The following are the time requirements for normal/typical work based on the size, scope, and complexity of the work to be performed after approval of final construction drawings and documents:

Size, Scope, and Complexity	Services	Time Requirements from final drawing/construction documents and issue to construction completion
Under 1,000 square feet Standard F01 (painted walls, rolled carpet, vinyl base), teledata, electrical receptacles, and lighting	Construction with all new doors, wall, and floor covering.	No more than 60 calendar days after final drawings approved by the COTR
Under 5,000 square feet Standard F01 (painted walls, rolled carpet, vinyl cove base), teledata, electrical receptacles, and lighting	Construction with all new doors, wall, and floor covering	No more than 80 calendar days after final drawings are approved by the COTR
Under 5,000 square feet Above Standard (wall covering, above grade rolled carpet, vinyl base), teledata, electrical receptacles, and lighting, plastic laminate millwork	Construction with all new doors, wall, and floor covering	No more than 80 calendar days after final drawings are approved by the COTR
Over 5,000 square feet, Standard and Above Standard (wall covering, above grade rolled carpet, vinyl cove base), wood base, door trim and chair railing, plastic laminate millwork, lighting, teledata, video and electrical receptacles	Construction with all new doors, wall and floor covering	No more than 115 calendar days after final drawings are approved by the COTR
Non-office Space Alterations that require specialized work	Construction with All new doors, wall and floor covering	No more than 155 calendar days after work order approved/issued by the COTR

C.12.7 As-Built Drawings/Floor Plan Updates

The Contractor shall provide updated drawings to reflect any changes in the “As- built” floor plans as tenant alterations are completed and ensure that all “As-built” floor plans are accurate, complete and current. Additionally, the contractor shall conduct semi-annual surveys (or as directed by the COTR update all mechanical, teledata and electrical and architectural floor plans. The contractor shall update the floor plans within 21 calendar days after completion of the survey or alteration project. All space occupants organizational name (for example, Administrative Office of the U.S. Courts, Office of the Director and Associate Director for Operations and Management, Federal Judicial Center Media Operations, Judicial Panel on Multi District Litigation, etc.) and room numbers will be clearly identified on the “As-built” floor plans. All floor plans will be submitted to the COTR for approval.

CADD files of architectural, telecommunication/electrical and reflected ceiling, mechanical floor plans to reflect accurate "As-built" conditions shall be submitted in AutoCad Release 2002, or other format as specified by the COTR.

C.12.8 Building Emergency Systems Requirements

The Contractor shall ensure all emergency code requirements remain current, and alterations are accomplished if changes to building floor plans or other alterations dictate that building emergency systems may be rendered ineffective.

C.13 SECURITY

The Contractor shall provide all necessary manpower, supervision, transportation, equipment, and uniforms, not provided by the government, to perform security services for the Thurgood Marshall Federal Judiciary Building. The government will provide office space for the Security Manager and a break room for security officers.

C.13.1 Security of the Building

The Contractor shall provide all necessary manpower, supervision, transportation, equipment, and uniforms (including appropriate outerware for rain, sleet, snow, and cold temperatures), not provided by the COTR, to perform security services for the Thurgood Marshall Federal Judiciary Building, hereinafter referred as TMFJB. During the term of this contract, including any extensions, the security coverage required may change with the result that the requirement for services may increase or decrease. Any such changes in the extent of coverage required shall be implemented by a written Contract modification.

The Contractor shall be responsible for the security of the building and perimeter of the building. Security personnel shall follow building opening and closing procedures as stated in the Security Force Standard Operating Procedures, hereinafter referred as Security Force SOP (Available in the Bidders Library).

C.13.2 Security Force Standard Operating Procedures

The Contractor shall operate, maintain, supervise, and direct the security of the building according to the Security Force SOP, which will be modified when necessary by the Contractor with approval of the COTR. Such Security Force SOP will have an option for revision to reflect changes in security operations by suggestions of COTR and the Tenant Committee. At the request of the COTR based upon the recommendation of the Tenant Committee, the Contractor shall modify the Security Force SOP to reflect procedural amendments not necessarily adding new posts. All security personnel shall abide by the Security Force SOP and the terms of this contract.

C.13.3 Security Workforce

The Contractor shall provide a sufficient number of experienced and qualified security personnel to provide and monitor security and to man identified security posts. The Contractor shall provide a security workforce that is strictly utilized for performing all aspects of security services. The Contractor is responsible for ensuring that security personnel are fully trained, authorized, and licensed to carry and operate firearms in accordance with the applicable Federal and District of Columbia laws and regulations. The Contractor shall furnish a copy of the license for each employee to the COTR prior to the employee's entry on duty. In addition, the Contractor shall ensure all security personnel are certified in First Aid/CPR/Automatic External Defibrillator (AED). The Contractor must receive written approval from the COTR before security personnel

are allowed to work under this Contract. This includes persons employed by the previous contractor. Written approval from the COTR may take 1-2 weeks. Performing under the provisions of a previous contract does not preclude an employee from completing the certification requirements, nor does it necessarily qualify an employee to work under this Contract.

All matters concerning the employment, training, conduct, licensing to carry and operate firearms, compensation, promotion, and discharge of security personnel will be the responsibility of the Contractor. The Contractor shall comply with all the applicable laws and regulations concerning workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, safety, and all similar matters with respect to security personnel.

All security personnel shall be familiar with, but not limited to, the following items: the building, the perimeter of the building, fire alarm systems, duress alarm system, the key control box, door alarms, activation of elevators, all access control units, shunted alarms, In addition, all security personnel shall operate the following equipment: walk-thru metal detectors (magnetometers), x-ray equipment, and all security equipment to include close circuit televisions (CCTV), cameras, CCTV monitors, videotapes, and emergency telephones. All security personnel shall be trained by the Contractor on the proper procedures to follow in the case of fire or other emergency.

C.13.3.1 Building Security Staffing Requirement

The Contractor shall require all security personnel to report for duty a minimum of 15 minutes in advance for mandatory roll call or muster before each shift. Roll call shall include, but not be limited to review of procedures, policy changes, and security updates in and around the TMFJB. For authorized relief periods such as lunch, breaks, training, etc., the Contractor shall provide a replacement security guard for each employee absent from their post. Security Supervisors and Patrol (rovers) guards shall **NOT** be used as replacements.

Staffing Requirement/Hours

Post 1	North Security Desk (Command Post)	Armed	24 hours, 7 days
Post 1A	Support	Armed	0800-1800 M-F
Post 2	2 nd Street Mezzanine Entrance	Armed	0600-2000 M-F
Post 2B	X-ray machine, walk-thru metal detector	Armed	0600-2000 M-F
Post 3	2 nd Street Garage Entrance	Armed	0530-2000 M-F
Post 4	Loading Dock (Guard Booth)	Armed	0600-1800 M-F
Post 4B	X-ray Machine	Armed	0600-1800 M-F
Post 4C	Support	Armed	0600-1800 M-F
Post 5	F Street Garage Entrance	Armed	0600-2000 M-F
Post 6	Atrium Entrance (X-Ray Machine)	Armed	0600-2000 M-F

Post 6A	Walk-thru metal detector	Armed	0600-2000 M-F
Post 6B	Walk-thru metal detector	Armed	0700-2000 M-F
Post 7A	South Security Desk	Armed	0600-2000 M-F
Post 7B	South Security Desk	Armed	0800-1800 M-F
Post 8	South Garage Elevator Bank Walk-thru metal detector, X-ray machine	Armed	0600-2000 M-F
Post 9	North Garage Elevator Bank Walk-thru metal detector, X-ray machine	Armed	0600-2000 M-F
Delta	Roving Patrol Officer	Armed	24 hours, 7 days
Echo	Roving Patrol Officer	Armed	24 hours, 7 days
On-Site Security Manager	Oversees daily operations	Unarmed	0830-1700 M-F
Lead Security Officer	One Per Shift	Armed	Per shift

C.13.4 Primary Security Officers Duties

It is the express intention of the Government to maintain consistency in security personnel duties in order to provide the maximum amount of security possible. In this regard, the COTR will furnish the Contractor with the Security Force SOP which describes the specific duties required for each Security Officers station. It is understood by both parties that all duties required of the Security Officers shall be within the scope of the work required by this contract and that is to provide for the complete safety and security of the TMFJB tenants and property, the visiting judicial officers and other judiciary employees, other government employees, and the visiting public. The following will serve to indicate the nature of duties required to meet these security needs and are not intended to be all inclusive:

C.13.4.1 Entrance Control

The Contractor's security officers shall execute the TMFJB security screening procedures. Screening shall include checking for unauthorized removal of property including wheelchairs and also ensuring possession of a properly authorized property removal pass. Screening shall also include operating security screening equipment and checking such items as handbags, packages, baby carriages, wheelchairs, etc., to detect weapons or contraband. All confiscated items shall be turned over to the COTR within 24 hours of confiscation. In addition, a written report, giving the complete details of the confiscation, shall be prepared by the Security Officers and provided to the COTR.

C.13.4.2 Tour Eye Rounds

Tour Eye Rounds are defined as groups of checkpoints that the Security Officers must scan (make visual inspections of the job site and equipment), during scheduled patrol. Refer to the Security Force SOP. The Contractor is responsible for providing Tour Eye Rounds, Interior Patrols, and Exterior Patrols.

C.13.4.3 Posts

The Security Officers shall maintain stationary and roving posts in order to prevent unauthorized entrance. This may include the monitoring of interior and exterior surveillance cameras and recording devices, duress alarm systems or other such equipment, Justices' chambers, and tenant offices. During official duty, Security Officers shall limit their conversations to official business. Watching television, eating, listening to portable and personal radios, reading books, newspapers and any material not associated with official business regarding the post is prohibited during post assignment. Additionally, no loitering of unauthorized personnel will be allowed at an official post.

C.13.4.4 Escort Duties

Security Officers shall provide, upon request, escort services for TMFJB employees when directed to do so by the COTR. Generally this will include, but not be limited to, providing an escort from one room to another, one floor to another, or to or from the garage. Escorts shall be requested through alarmed doors on the first floor and concourse to facilitate silent drills, evacuation procedures, or the movement of maintenance personnel. The purpose of the escort is to turn off door alarms in these circumstances. Security Officers shall not provide armed escort services for the movement and protection of money.

C.13.4.5 Law and Order

In performance of the duties listed above, the Security Officers shall be responsible for apprehending and detaining any person attempting to gain unauthorized access to government property. The Security Officers must also take whatever action is necessary to stop and detain any individuals attempting to commit any acts that imperil the safety and security of tenants, property, and the general public inside and on the grounds of the TMFJB.

C.13.4.5.1 U.S. Capitol Police

The TMFJB is on the US Capitol Grounds. The US Capitol Police, hereinafter referred as USCP, are authorized to police the building including interior and exterior, to include making arrests. They are not responsible for interior security, which is performed by the Contractor. The USCP is the responding agency for any police emergency. The duress alarms in the building register at the USCP alarm center. The Contractor must work closely with the USCP on all security and police issues.

After apprehension of a person suspected of committing a criminal offense, the suspect will be turned over to the United States Capitol Police for transport or processing. The Security Officers will prepare an incident report and may be called as a witness. Time spent as a witness resulting from duties as a Security Officer (including travel time and expenses) will be treated as if the Security Officer was at his normal duty station. The Government will pay the appropriate contract rate, reduced by the amount of any witness and travel fees paid by the Court, to the Security Officer.

C.13.4.6 Reports and Records

The Contractor shall prepare and submit to the COTR daily reports on any accidents, fire, bomb threats, unusual incidents, or unlawful acts that occurred. Other topics requiring investigation include injuries, thefts, missing objects, altercations, slips/falls, denied entry without confrontation, harassing phone calls, parking violations to include blocked spaces, wrong spaces, no parking sticker/tag, no authorization to park, unsafe vehicle (fire/smoke/pollution), etc. Any notes should be kept in journals. "Sticky notes" are unacceptable. All written reports are to be forwarded to the COTR within 48 hours. Report writing includes maintaining

a daily log of such incidents. Security Officers logs shall be available for the COTR inspection at all times. All incident reports shall be provided to the COTR on a Security Officer Incident Report Form. Confiscated items shall also be reported on the Security Officer Incident Report Form.

The Contractor shall provide a written report to the COTR on all disciplinary actions taken against security personnel while under contract at the TMFJB. Disciplinary actions include, but are not limited to, terminations, suspensions, transfers, verbal warnings, and written warnings.

All reports shall show coverage and incidents for all shifts.

C.13.4.7 Garage Parking

When and where applicable, the Security Officers shall direct traffic as described in the Security Force SOP. If traffic should be controlled by the Security Officers, the Security Officers shall be tactful and courteous at all times when issuing warnings to individuals who violate facility parking regulations. The Security Officer shall immediately report abandoned or suspicious vehicles and violations in the garage or the building perimeter to the COTR. The Contractor is responsible for the security of the garage parking areas. Security Officers control access to garage levels during operating hours. Security personnel shall ensure all individuals attempting to park in the garage have both a valid hanging tag and identification card or follow SOP if these requirements are not met.

C.13.4.8 Lost and Found Articles/Items

The lost and found services for the entire building are controlled by the Contractor and performed as noted in the Security Force SOP. The Contractor shall report to the COTR daily reports on any lost and found activities. The Government does not provide secure storage space for lost and found items. A file cabinet with a lock for storage of lost and found items is acceptable for providing secure storage.

C.13.4.9 “Code Adam” Alert

The TMFJB has an operational “Code Adam Alert” program, which covers the actions to be taken in the event of a lost or missing child (or teenagers and adults in need of special assistance). The Contractor’s security personnel shall follow the established standard operating procedures (SOP) of the “Code Adam” Alert. Additionally, the Contractor shall maintain and upgrade the SOP, regarding this requirement, as necessary/required.

C.13.4.10 Homeland Security Alert Levels

The government may implement elevated alert levels based upon warnings from the Department of Homeland Security (DHS). Whenever this occurs, the Contractor’s security procedures shall be modified as necessary or required to include increased security staff, hours of staffing, and altering entry control procedures. Additionally, the Contractor shall maintain and upgrade the SOP, regarding this requirement, as necessary/required.

C.13.5 Work Restrictions

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action against Contractor employees as may be necessary. All Contractor employees are expected to adhere to standards of conduct that reflect professionally on themselves, their employer, and the Federal Government. The COTR and Contracting Officer reserve the

right to direct the Contractor to remove an employee from the work site for failure to comply with the performance standards and the Contractor shall initiate immediate action to replace such an employee to maintain continuity of services.

Except when the Security Officers are required to work overtime by the COTR, Contractor personnel shall not assume duties unless he/she has been in a non-working status for a minimum of 8 hours prior to reporting for duty.

Security personnel shall not consume alcoholic substances on duty or a minimum of 8 hours prior to reporting for duty.

Security personnel assigned to perform services under this contract shall not consume any controlled substance as that term is defined in Schedules I through V of Section 202 of the Controlled Substances Act 21 U.S.C. 812. The Contractor shall ensure that security personnel taking prescribed medication are capable of performing their duties as described in this Contract.

Security Officer shall NOT leave their post during their shift, except when authorized to take breaks or lunch. Each Security Officer will be allowed a 15-minute morning "break," a 15-minute afternoon "break," and a ½ hour lunch "break." It is the responsibility of the Contractor to coordinate a schedule for Security Officers to ensure security coverage is maintained during break periods.

Security Personnel shall only answer and make official business calls on the telephones designated for contractor's use.

C.13.6 Additional Security Coverage

The Contractor shall maintain, at all times, an on-call reserve force. This reserve force shall be of sufficient size to provide the amount of temporary or emergency staffing services in the event of a natural disaster, civil disturbance, heightened security, and special events. Additionally, the reserve force shall be sufficient in size to enable the Contractor to provide post coverage in the event of scheduled or unscheduled Contract employee absences. All personnel of the reserve force must meet the minimum qualifications standards required in this contract before working any post under this contract. The on-call reserve force shall report to post no later than two (2) hours from notification by the COTR.

The Contractor shall be compensated the normal hours rate during normal business hours, and outside of normal business hours rate, as applicable, for any additional staffing due to natural disaster, civil disturbance, heightened security, and special events.

C.13.6.1 Building Special Services

Security Special Services are services provided at times other than normal business hours. Periodically, tenants may work on Saturday, Sunday, recognized holidays or evenings, or emergency situations which may occur, in which case it may be necessary to provide such services. This may include Atrium events, VIP visits, and Tours.

The Contractor shall endeavor in good faith to provide Security Special Services as may be requested from time to time by the COTR either orally or in writing. Such requests will be followed up with a written service order signed by the COTR or Contracting Officer, as provided in Section G.

C.13.6.2 Emergencies

All security personnel shall be familiar with the Emergency Evacuation Procedures and Shelter in Place Procedures, according to the Security Force SOP. In the event of an emergency evacuation, the primary functions of the Security Personnel are to assist in the orderly evacuation of the building; secure the building perimeter to prevent unauthorized access; and to assist emergency personnel. During emergency evacuations, the on-site Security Manager will establish and maintain communications with the D.C. Fire Department, United States Capitol Police, TMFJB Emergency Command Center, and the TMFJB Building Emergency Personnel.

Emergencies, include, but are not limited to bomb threats, fires, workplace violence, suspicious packages, or imminent personal danger to TMFJB tenants. Under no circumstances may a Security Officer refuse to cooperate with such directives when the COTR determines that an emergency situation exists. The On-site Security Manager shall be notified of any emergency situation and shall make a record of it in the Daily Log as soon as practicable, after resolution of the situation.

C.13.7 Firearms Proficiency

The Contractor shall require each Security Officer to be tested semi-annually to determine their firearms handling proficiency. The Security Officer shall be deemed ineligible to perform their duties and serve as a Security Officer unless they successfully pass the firearms proficiency test. It is the responsibility of the Contractor, to schedule each Security Officer for firearms retesting semi-annually. The retesting should occur within 60 calendar days of the anniversary of the original test. The Contractor shall notify and provide the COTR with written results of the testing within 48 hours of the testing.

Security Officers who fail to meet the initial firearm standards test shall be immediately removed from performing services under this contract until the firearms qualification standards are met. Upon successful completion of the test, the Contractor shall submit subsequent firearms proficiency certifications and a copy of the Firearms License to the COTR. The Contractor shall maintain a file of all Security Officers results of all testing while employed by the Contractor. This file shall be available for COTR review at any time.

C.13.7.1 DC License Requirement

In compliance with DC Law, all officers carrying a firearm will be Special Police Officers with a current District of Columbia license. All Officers assigned to the TMFJB must read, understand and follow all policies as described in the Security Force SOP. Officers will not carry firearms beyond the established perimeter of the TMFJB, except under the conditions of fresh pursuit in accordance with Title 4 of the DC Code. Per agreement with the USCP, the perimeter of the TMFJB is inside the street curb bordered by Massachusetts Avenue; 2nd Street; F Street, and Columbus Circle.

C.13.8 Security Personnel Dress Standards

C.13.8.1 General

All security personnel, with the exception of the on-site Security Manager, shall wear the same color and style of uniform. The on-site Security Manager's uniform shall differentiate from the Security Officers' uniforms. Appropriately styled feminine uniforms shall be worn by female members. All security personnel, with the exception of the on-site Security Manager, shall wear the same color and style or type of uniform accessories and equipment and shall wear the rank and name affixed to the uniform and/or applicable security badge.

The type of uniforms to be used in this contract shall be submitted to the COTR for approval within 10 calendar days after contract award.

The Contractor is responsible for the purchase and replacement of uniforms of security personnel working under this contract. Each Security Officer, including those occupying shared positions, shall have a minimum number of uniform items at all times. Prior to performance under the contract, and annually thereafter, the Contractor shall certify in writing, to the COTR that each Security Officer has been furnished the item of their dress uniform.

C.13.8.2 Uniforms on Work Site

The Contractor shall issue Security Officers a pocket identification and name tag to be worn while on duty. Security Officers shall not wear any non-uniform patches, pins, decals, or like items on the uniform at any time.

Shoes shall be low quarter or high topped lace type with police or plain toe and standard heel. The color of the shoe shall match the color of equipment accessories. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform.

C.13.8.3 Supplementary Items

Each Security Officer shall be equipped with such supplementary items as needed to perform their duties including, but not limited to, notebooks, pens, pencils, flashlights, flashlight holder, gloves, CPR mask, safety apparel, and inclement weather clothing as appropriate to operations. Security Officers shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed firearms, or the like.

C.13.8.4 Maintaining Appearance

The Contractor is responsible for assuring that security personnel maintain a neat appearance in accordance with generally accepted standards set by the COTR. Security Officers shall be in complete uniform at all times while on duty. Security Officers who are not in uniform may be relieved of duty, and the Government will have no obligation to pay the Contractor during that period, unless the Contractor provides immediate backup of the position. If any Security Officer reports for duty out of uniform more than twice, the Contractor shall take immediate corrective action and submit a report to the COTR within 5 calendar days describing the actions taken to prevent a recurrence of the problem.

C.13.9 Contractor Furnished Property

The Contractor shall furnish the following items to each Security Officer as needed:

- Two way radio with microphones (Contractor is responsible for obtaining an assigned frequency)
- Firearms
(all Security Officers will be armed with a firearm meeting the Government of the District of Columbia, Metropolitan Police Department, Security Officers Management Branch, Policy Manual)
(Personal firearms can not be used as substitutes)
- Ammunition (including ammunition for qualification)
- Belt type holster
- Cartridge case

- Baton or ASP
- Handcuffs
- Handcuff case
- Pocket identification badges
- Name tag
- Supplemental radio equipment (charger, batteries, carrying case, belt clip, earpiece)
- Alpha Wand Data Logger (one for building to be used during the Tour Eye Rounds)

The Contractor is responsible for ensuring that all Security Officers return these items to their place of storage at the completion of the Security Officer's shift. Under no circumstances shall a Security Officer take any of the items off the grounds of the TMFJB, unless specifically authorized to do so, in writing by the COTR. Any Security Officer who violates this provision shall be reported to the COTR by the Contractor and may be subject to immediate removal from duty.

Security personnel shall use Contractor furnished equipment/property and may not substitute personal equipment/property.

Prior to performance of security duties, the Contractor shall discuss with each Security Officer the proper method for issue, use, accountability, and storage of articles of equipment.

C.13.9.1 Inspections of Contractor Furnished Equipment

At any time and without providing advance notice the COTR shall have the right to inspect Contractor furnished equipment to ensure that adequate quantities and proper operations are maintained. Any malfunctioning equipment identified during such inspections shall be repaired or replaced by the Contractor within ten (10) working days after notification of need of repair or replacement. The Contractor shall at all times ensure that sufficient quantities, and fully functioning Contractor furnished equipment is continually available for all security personnel. This also includes spare equipment items needed for additional security officers. The Contractor shall immediately provide oral and written notification of any malfunctioning equipment to the COR or DTR, along with a estimated time frame for resolution, repair or replacement of the equipment.

C.13.9.2 Government Owned Access Control and Perimeter Surveillance Equipment Training

Training in the proper use of equipment will be provided by the Contractor. The Contractor is responsible for promptly notifying the COTR when any access control and perimeter surveillance equipment is malfunctioning. Any equipment which is misused or abused by security personnel, will be verbally reported to the COTR immediately and followed up in writing within 24 hours. All associated costs to repair or replace the equipment will be invoiced to the Contractor for full payment.

C.13.10 Mandatory Security Services Reports

The Contractor shall maintain, in a secure and safe manner, complete and identifiable records, files, and correspondence on all matters pertaining to the security of the TMFJB. The Contractor, upon request by the COTR shall make such records, files, reports, and correspondence available to the COTR for inspection and copying. All records relating to security services are the property of the Government.

Security services reports and logs include the various reporting mechanisms created by or for the TMFJB to control and protect information and the facility; to protect the TMFJB from unauthorized entry, sabotage, or loss; to ensure the adequacy of protective measures; access to facility; and to develop and implement plans for the protection of life and property under emergency conditions.

Security personnel shall prepare required reports as directed in the Security Force SOP (or as directed by the COTR) and submit them to the COTR when requested. The on-site Security Manager shall maintain daily reports/logs as noted below and make the reports/logs available for government inspection at all times.

C.13.10.1 Post One Assignments

The Contractor shall document all noteworthy activities, incidents, and concerns as they occur, such as: time sensitive information, security officers' post assignments, arrival and departure times, breaks, patrol activities. The logs are to be kept at the North Security Desk Command Post at all times.

C.13.10.2 Sign-In Logs

Sign-In logs contain sign-in sheets for the day, and are to be maintained at all posts. Sign-In Log Sheets shall contain a record of the day's entry activities and signature of visitors, tenants without identification cards, and contractors entering the building. As soon as a post closes, that posts sheets shall be collected and outstanding names reconciled. The sign-in books will be transferred to the North Security Desk Command Post each day. The sheets are to be filed daily.

C.13.10.3 Incident Reports

Incident reports are for recording all activities involving security actions, property damage, accidents, personal injury, theft, or other criminal offense. Incident reports are to be complete, detailed, and fact based relating to an incident. These reports are considered legal documents, and are of a historical nature. The Contractor, upon request by the COTR shall make incident reports, and correspondence available to the COTR for inspection and copying. All records relating to incident reports are the property of the Government.

C.13.10.4 Alpha Wand Data Logger

As outlined in the Security Force SOP, the alpha wand data logger is to be carried by the Security Officer during the Tour Eye Rounds. This logger has a bar code recorder that has the capability of entering comments directly into the log via an alfa-numeric pad and by scanning the scheduled patrol. The information collected in the log is downloaded daily into a computer for activity review and historical reference. The alpha wand data logger and any and all related equipment (i.e., associated scanners) to the alpha wand data logger shall be provided and maintained by the Contractor and is to be kept secure in the On-site Security Manager's office when not in use.

C.13.10.5 Building Key Control Log

Lead Security Officers shall record a key inventory of the Key Control Box at the beginning of each shift. This log is to be maintained at the designated North Security Desk Command Post.

C.13.10.6 Unlocking Door Requests Log

As outlined in the Security Force SOP, a log is to be maintained at the North Security Desk Command Post to record after hour's door unlocking requests. It is mandatory that each request be recorded.

C.13.10.7 Lost and Found Log

All lost and found items must be documented. The log should contain an identification number for the tagged item, the status of the item, dates and times pertaining to the item, a description of the item, name of person involved, the name of the Security Officer making the entry, any and all information pertaining to the disposition, and claim information related to the item. The log is to be maintained at the North Security Desk Command Post.

C.13.10.8 Firearms Log/Firearms and Equipment Control Log

Each Security Officer is responsible to sign for firearms, ammunition, and other items required for the post. The Security Officer will sign again upon the return of the equipment. This log is to be kept in the Arms Room. The Arms room is sufficient to provide secure storage for firearms. The Contractor shall provide a safe(s) for securing storage of handguns and the Contractor shall also provide a clearing barrel. The Firearms log should begin at 2200 hours and end at 2200 hours the following day, each day. A full entry is to be made at each weapon issuance.

C.13.10.9 Monthly Report

The Contractor shall provide a monthly report to verify that all duress alarms, control panels, and battery operated emergency lighting checks were conducted.

C.13.11 Orientation and Training

Training requirements must be completed prior to employment in the TMFJB. The Contractor must provide a comprehensive training program as listed below to all security personnel.

All training required shall be administered by persons who are certified as being qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning. Such certification shall be current, within the past 3 years. Copies of the instructor's certifications and documentation shall be submitted to the COTR. The Contractor shall maintain current employee records on file and make such employee records available at all times for COTR review. Records shall identify all training, weapons qualifications, and other credentials.

Training shall be provided in a classroom setting and be performed on-site by certified and experienced instructors that have direct interaction with the applicants.

Training shall also consist of an individual-based continuing program under the direct supervision of a lead Security Officer following the initial 7 days of training.

Training areas to be included in this continuing program shall include, but not be limited to:

- Public relations
- Interpersonal skills
- EEO training
- Sexual Harassment training
- Cardio Pulmonary Resuscitation

- Automated External Defibrillator Certification (GFE maintained/serviced by the Government)
- First Aid
- Blood-borne pathogens
- Handling aggressive and violent behavior
- Self-defense
- Weapon retention and control
- Detention procedures
- Search and seizure
- Patrol techniques
- Observation techniques
- Report writing
- Bomb threat
- X-ray threat recognition
- Explosive devices and suspicious packages searches
- Chemical/Biological awareness

Security personnel shall maintain an awareness and familiarity with TMFJB requirements, such as general information and special orders for the TMFJB, operational procedures for security systems, and operational procedures as directed by the Security Force SOP. Requirements include, but are not limited to:

- Brief history of the Thurgood Marshall Federal Judiciary Building
- Mission and names of tenant organizations
- The mission of the TMFJB Security Program
- Standards of Performance for Security Personnel
- TMFJB Medical protocol
- Building Emergency Program
- Security Force SOP to include questions and answers
- Sixteen to 24 hours of on-site orientation that shall include practical exercises and role playing exercises in the following areas:
- Operation, monitoring and interpretation of all security equipment
 - Security screening
 - Spot checking and hand check inspections
 - Special procedures (disabled persons, baby carriages, wheelchairs, persons excluded from searches)
 - Property passes
 - Tenant access control
 - Duress alarm procedures
 - Fire alarm procedures
 - Post opening and closing procedures

C.14 Mechanic and Construction Liens

The Contractor waives the right to file mechanics and construction liens, and will indemnify, defend and save harmless Government against all claims or liens filed by Contractor, its subcontractors, laborers, or material suppliers.

END OF SECTION C

**SECTION E
INSPECTION AND ACCEPTANCE**

TABLE OF CONTENTS

<u>SECTION</u>	<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>	<u>PAGE No.</u>
E.1		INSPECTION AND ACCEPTANCE	E-2
E.2	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	E-2

**SECTION F
DELIVERIES OR PERFORMANCE**

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
F.1	TERM OF CONTRACT	F - 2
F.2	PERFORMANCE LOCATIONS	F - 2
F.3	HOURS OF PERFORMANCE	F - 2
F.4	WRITTEN DOCUMENTS, NOTIFICATIONS, FORMS AND REPORTS	F - 2
F.5	RETURN OF GOVERNMENT MATERIAL	F - 6
F.6	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	F - 6
F.7	STOP-WORK ORDER	F - 6

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

- .1 The term of contract shall be from date of award through September 30, 2007 plus any required phase-in which shall be performed between the date of contract award and October 1, 2006.
- .2 If options are exercised in accordance with Section I of this contract, the term of the contract during such option periods shall be as follows:

Option 1:	October 1, 2007 through September 30, 2008
Option 2:	October 1, 2008 through September 30, 2009
Option 3:	October 1, 2009 through September 30, 2010
Option 4:	October 1, 2010 through September 30, 2011

F.2 PERFORMANCE LOCATIONS

- .1 The services to be provided by this Contract shall be performed at the Thurgood Marshall Federal Judiciary Building, One Columbus Circle NE, Washington, DC 20544

F.3 HOURS OF PERFORMANCE

- .1 In accordance with Section C.2, FACILITIES MANAGEMENT, the Contractor shall be responsible for providing the necessary staff to provide continuous coverage to effectively maintain, operate and protect the TMFJB during normal hours of operation. The normal hours of operation do not relieve the Contractor of the requirements to perform other services described herein that may require additional hours/personnel. The term normal hours of operation are Monday through Friday from 6:00 AM to 8:00 PM. The Contractor is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a 24 hour-per-day, 365 day-per-year basis.

F.4 WRITTEN DOCUMENTS, NOTIFICATIONS, FORMS AND REPORTS

- .1 The Contractor shall provide the COTR the below listed written documents, notifications, forms and reports under this contract at the identified scheduled times throughout the term of this contract. The sections referenced provide the information required in the report. The COTR shall review and either accept or request revisions no later than 15 business days after receipt of the written documents unless otherwise stated in this contract or other time specified by the COTR. One copy of each deliverable marked "***" shall also be delivered to the AOC./Facilities Manager.

- .2 **Deliverables:** The Contractor shall provide the Government with all information listed below. In addition, the Contractor shall provide any other reports required by the government during the term of the contract. The reporting format shall be developed between the CO or COTR and the Contractor. All Contractor developed charts, reports, check sheets, logs, and other reporting or documentation methodology for any portion of this contract shall be approved and/or accepted by the COTR. Each chart, report, check sheet, log, and other reporting documentation shall be in sufficient detail that such data as required by the Contracting Officer, COTR, or other Government representative shall provide statistical data sufficient for determining the operations and maintenance requirements of the building, its equipment, and grounds. All records shall be maintained by the Contractor and made available to the Government immediately upon request/notice.

<u>Deliverable</u>	<u>RFP Reference</u>	<u>Due Dates</u>
Copies of all Subcontracts to CO and COTR	C.3.4	30 calendar days after contract award
Phase-In Transition Plan	C.3.5.1	7 calendar days after contract award
Phase-Out/Phase-In Transition Plan	C.3.5.2	<u>Prior to incumbent contract completion within 7 calendar days after receipt of notice of award until contract start date</u>
<u>**Existing Deficiency Inspections,</u> <u>**Existing Deficiency Report,</u> <u>**Supplemental Report</u>	<u>C.3.5.1.1</u>	<u>30 calendar days after contract award and 30 calendar days after inspection is completed</u>
Updated Building Inventory List	C.4.2	30 calendar days after contract award
Current Building Inventory List	C.4.2	10 calendar days prior to end of each contract year
Government Furnished Property Inventory	C.4.2.1	30 calendar days after contract start date. Updated 10 calendar days prior to end of each contract year
Service Request Status and Completion Report (Non-Reimbursable)	C.4.3	Weekly
Service Request/Work Order/Repair Order Log (Reimbursable) - provided in separate logs	C.4.3.8	Weekly
Building Service Request Form	C.4.3.4	30 calendar days after contract award
<u>**Emergency Operating Plan</u>	C.4.4.1	30 calendar days after contract award
<u>**Emergency Phone List for Key Personnel</u>	C.4.4.2	30 calendar days after contract award <u>and anytime changes occur (personnel or information)</u>
<u>**Tenant Relations Program Plan</u>	<u>C.4.5</u>	<u>30 calendar days after contract award</u>
<u>**Customer Satisfaction Survey</u>	C.4.5	Annually
<u>**Building Service Quality Control Program and Plans</u>	C.4.6	30 calendar days after contract award
<u>**Quality Control Reports</u>	C.4.6.e	Monthly
Inspection Reports	C.4.6.1	<u>Weekly (COB Mondays or first business day of week)</u>
<u>**Radon Measurements</u>	C.4.6.2.1	30 calendar days after contract award and every 6 months

<u>Deliverable</u>	<u>RFP Reference</u>	<u>Due Dates</u>
		throughout contract term
<u>**Radon Corrective Action Plan</u>	<u>C.4.6.2.1</u>	<u>15 calendar days anytime excessive Radon levels are detected</u>
**Air Quality Assessment and Report	C.4.6.3	30 calendar days following each semi-annual inspection
**Building Operating Plan	C.5.2	30 calendar days after contract award
Preventive Maintenance & Periodic Inspection Report	C.5.3.1.1	Monthly
Utility & Storage Areas Report	C.5.3.1.3	Semi-annually
**Preventive Maintenance (PM) Schedule	C.5.3.2.1	30 calendar days after contract award
Preventive Maintenance Guides	C.5.3.2.3	Within 7 calendar days of installing new equipment
COTR notification of work requiring opening or dismantling of equipment	C.5.3.2.4	One week advanced notice
PM Performance Report	C.5.3.2.5	Monthly
Equipment History Cards	C.5.4.2	Must be included in Inspection Reports (identified in C.4.6)
**Elevator PM Schedule	C.5.6.2	30 calendar days after contract award
Elevator Test Reports	C.5.6.4	7 calendar days after conducting test
Elevator Traffic Analysis Report	C.5.6.12	Within 7 calendar days following semi-annual traffic analysis
Elevator Maintenance Supplies/Parts on site	C.5.6.13	Within 7 calendar days after award
**Fire Alarm and Sprinkler System Test Reports	C.5.7.2	Quarterly
Custodial Consumable Supply List	C.6.2	7 calendar days prior to contract start
Janitorial/Custodial Work Schedule	C.6.4	30 calendar days after contract award Updated annually
Waste Disposal Facility Certification	C.7.3	30 calendar days after contract award
**Recycling Plan	C.7.4	30 calendar days after contract award
**Recycling Report	C.7.4.2	Monthly with annual summary
Pest Control Plan	C.8.1	14 calendar days after initial

<u>Deliverable</u>	<u>RFP Reference</u>	<u>Due Dates</u>
		inspection
USPS and other service provider Activity Reports	C.9.1.8	Monthly
Snow/Ice Removal Chemical Material Safety Data Sheets to COTR for Approval	C.11.3	Prior to use
Snow/Ice Removal Plan	C.11.7	30 calendar days after contract award
"As-built" Floor Plans	C.12.7	As tenant alterations are completed
"As-built" Floor Plan Surveys and Resultant Updates	C.12.7	Semi-annually with floor plans updated within 21 calendar days after completion of the survey or alteration project
Security Force SOP and modifications	C.13.2	As necessary with approval of COTR
Firearms Licenses	C.13.3	Prior to entry of officer on duty
Confiscated Items Report	C.13.4.1	As required
Incident Report	C.13.4.6 C.13.10.3	Per incident
Lost and Found Report	C.13.4.8	Daily
Firearms Proficiency Report	C.13.7	Semi-annually
Security Personnel Uniform Approval	C.13.8.1	10 calendar day after contract award
Certification each Security Officer has dress uniform	C.13.8.1	Prior to performance of contract and annually thereafter
Report of Security Officer Uniform non-compliance	C.13.8.4	5 calendar days after second offense describing action taken
Post One Assignments Log	C.13.10.1	Daily
Sign-in Logs	C.13.10.2	Daily
Alpha Wand Data Logger	C.13.10.4	Daily
Building Key Control Log	C.13.10.5	Daily
Unlocking Door Request Log	C.13.10.6	Daily
Firearms Log/Firearms and Equipment Control Log	C.13.10.8	Daily
**Security System Report (alarms, control panels, emergency lighting checks)	C.13.10.9	Monthly
Financial Report	Section G	Quarterly

F.5 RETURN OF GOVERNMENT MATERIAL

Within 5 calendar days after final contract expiration/termination, the Contractor shall return to the COTR the following:

- .1 All keys and key cards including the tenant grand master and all building support keys.
- .2 All CFC/HCFC refrigerants, storage containers, and cylinders.
- .3 All Government furnished equipment listed in the Government Furnished property Inventory.
- .4 All software and information compiled in the computer based management information system.

F.6 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

.1 If any of the positions identified as "Key Personnel" are vacant and no approved substitute has been provided within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the government liquidated damages in the following amounts:

.1	Contractor's Property Manager	\$500.00 per day.
.2	On-site Operations and Maintenance Supervisor (Chief Engineer)	\$325.00 per day.
.3	On-site Electrician	\$180.00 per day.
.4	On-site Custodial Supervisor	\$100.00 per day.
.5	On-site Tenant Project Manager	\$250.00 per day.
.6	On-site Security Manager	\$200.00 per day.
.7	Lead Security Officer	\$160.00 per day.

.2 If the Government terminates this contract in whole or in part under the default - Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

.3 The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default - Fixed-Price Supply and Services clause in this contract.

F.7 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

.1 The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties

shall have agreed, the Contracting Officer shall either –

.1 Cancel the stop-work order; or

.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

.2 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

.1 The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

.2 The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

.3 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

.4 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS

SECTION	ARTICLE NUMBER	ARTICLE NAME	PAGE No.
G.1	AOC 52.201-1	CONTRACTING OFFICER'S AUTHORITY	G-2
G.2	AOC 52.201-2	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	G-2
G.3	AOC 52.211-1	KEY PERSONNEL/APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL	G-2
G.4		KEY PERSONNEL QUALIFICATION REQUIREMENTS	G-3
G.5		NON-KEY PERSONNEL REQUIREMENTS	G-8
G.6		CONTRACTOR RESPONSIBILITIES	G-12
G.7		AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK	G-13
G.8	AOC 52.222-2	SUPPLEMENTAL WAGE DETERMINATION RATE REQUEST	G-14
G.9	AOC 52.223-6	SPECIAL SECURITY REQUIREMENTS U.S. SUPREME COURT	G-15
G.10	AOC 52.223-7	SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES	G-16
G.11	AOC 52.223-8	DELIVERY VEHICLE INSPECTION REQUIREMENTS	G-16

G.1 AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

**G.2 AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE
(COTR) (MAR 2005)**

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

**G.3 KEY PERSONNEL/APPROVAL OF SUBSTITUTE
CONTRACTOR PERSONNEL**

(a) The Contractor shall assign to this contract the following key personnel:

Contractor's Property Manager;
On-site Operations and Maintenance Supervisor (Chief Engineer);
On-site Electrician;
On-site Custodial Supervisor;
On-site Tenant Project Manager;
On-site Security Manager;
Lead Security Officer.

The following information shall be provided for the key personnel at time of award:

Name: _____

Title: _____

Telephone No. _____

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least thirty

(30) calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. Complete resumes, a possible interview and any other additional information requested by the Contracting Officer shall be provided. Proposed substitutes shall have comparable qualifications to those of the person being replaced. The Contracting Office shall have final authority in the approval or disapproval of a proposed substitute. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) At no time, and for no reason shall a Key Personnel position be vacant. Should a Key Personnel position become vacant, and a permanent substitution has not yet been approved by the Government, the Contractor shall provide a temporary Key Personnel. This temporary Key Personnel shall have the required skill level and be employed on a full-time basis until such time as the Key Personnel position is permanently filled. As in the case of the permanent replacement, final approval of temporary Key Personnel rest exclusively with the Contracting Officer.

(e) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(f) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(g) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the "SCHEDULE OF ITEMS" in Section B).

(h) The special security requirements in AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

G.4 KEY PERSONNEL QUALIFICATION REQUIREMENTS

Key personnel must meet or exceed any minimum qualification requirements for the position as specified in this solicitation.

.1 Property Manager: The Contractor is required to assign a Property Manager on a full time basis who shall be physically located at the TMFJB. The Property Manager must be dedicated to the contract full time for a minimum of two consecutive years. The Property Manager shall have complete authority to act for the Contractor concerning planning, scheduling, budgeting, and personnel.

The Property Manager shall have the authority to accept inspection reports and all other correspondence for the Contractor and shall be responsible for supervision of all work performed under this contract. In addition, the Property Manager shall at a minimum:

- Obtain cost estimates for Tenant Work Orders or Infrastructure Repair Orders;

- Assign projects to contractors or engineering departments, as needed;
- Coordinate and schedule projects, including pricing, estimating costs and processing Building Service Requests, Tenant Work Orders or Infrastructure Repair Orders;
- Track and process Building Service Requests, Tenant Work Orders or Infrastructure Repair Orders including issuing purchase orders and engineering service requests, as required;
- Review projects to ensure compliance with building standards and to ensure that work meets tenant satisfaction;
- Provide direction and guidance to engineering staff to ensure timely completion of Tenant Work Orders or Infrastructure Repair Orders;
- Provide written and oral status reports of orders to the COTR and tenants representatives;
- Ensure timely billing of Tenant Work Orders or Infrastructure Repair Orders;
- Maintain the Service Request/Work Order/Repair Order Tracking System in a computer based management information system;
- Conduct base building site inspections and coordinate repairs, as required;
- Maintain effective relationship with tenants, AOC, Tenant Project Manager, Chief Engineer, Custodial Supervisor and On-site Security Manager to address tenant concerns;
- Ensure all contract and sub-contract employees supporting this contract receive training and understand the TMFJB rules and regulations

The Property Manager shall poses the following minimum qualifications:

- Have completed post-secondary school training in facilities management and supervision;
- Have a minimum of five consecutive years of experience within the last ten years in directing work similar in scope to that which is contemplated in the contract including: facilities management, operation, and maintenance, custodial, and security for a single building of comparable size, type and complexity;
- Ability to plan, organize and meet project deadlines;
- Ability to work on several projects simultaneously and prioritize work, as required;
- Demonstrate working knowledge of engineering and building systems;
- Proficiency with word processing, spreadsheet and project tracking software;
- Excellent written and verbal communication skills;
- Have experience as a facilities manager in a comparable commercial Class A office building, federal and/or state building.

.2 On-site Operations and Maintenance Supervisor: The On-site Operations and Maintenance Supervisor (Chief Engineer) is required to be on site during the normal hours of operation. The Chief Engineer is responsible for all mechanical operations, maintenance, plumbing, keying, lighting, and energy management within the TMFJB. The Chief Engineer shall at a minimum:

- Inspect the work of subordinates to ensure maximum efficiency, economy, and quality of work;
- Perform diagnostic and repairs on building systems;
- Perform diagnostic and repairs on high and low voltage systems and equipment;
- Perform plumbing repairs, toilets, sinks, domestic water system, etc;
- Prepare work schedules;
- Maintain records and prepare required reports;
- Train or arrange for training of new employees in the proper maintenance of building systems;
- Coordinate and schedule maintenance and repair projects, including pricing,

- estimating costs and processing Building Service Requests, Tenant Work Orders or Infrastructure Repair Orders;
- Track and process Building Service Requests, Tenant Work Orders or Infrastructure Repair Orders including issuing purchase orders, as required;
- Review projects to ensure compliance with building standards and to ensure that work meets tenant satisfaction;
- Proficiency with word processing, spreadsheet and project tracking software;
- Excellent written and verbal communication skills

The Operations and Maintenance Supervisor (Chief Engineer) shall poses the following minimum qualifications:

- Have completed formal vocational/technical training in maintenance/mechanical/electrical related work;
- Have at least three years experience within the last five years in a supervisory capacity for an operation and maintenance program with HVAC, Elevator/Escalator, Electrical and General Maintenance Mechanics in a single building of comparable size and complexity;
- Ability to plan, organize and meet project deadlines;
- Ability to work on several projects simultaneously and prioritize work, as required;
- Demonstrate working knowledge of engineering and building systems;
- Ability to work independently and as part of a team;
- Excellent written and verbal communication skills

.3 On-site Electrician: The Contractor shall provide all necessary equipment for the iron-site electrician to perform their duties and responsibilities to ensure maximum uptime and minimum expenses in maintaining all TMFJB electrical equipment and systems. The on-site electrician will be required to work with a variety of standard residential and/or industrial electrical devices, equipment and systems, including electrical wiring systems and associated fixtures, controls, and equipment in the TMFJB. The on-site electrician shall install, assemble, trouble shoot, modify, repair, and maintain routine and standard electrical lines, circuits, systems, and associated fixtures, controls, and equipment. The on-site electrician shall test equipment by use of ammeters, voltmeter, meg-ohmmeters, and other testing equipment. The on-site electrician shall independently work from building plans, blueprints, wiring diagrams, electrical drawings, engineering drawings, and electrical maintenance and repair manuals. The on-site electrician shall also plan and layout trades work which includes, but is not limited to, measuring, cutting, routing, placement, type, size, gauge, balance, load, continuity, and safe operation of electrical lines, circuits, systems, equipment, and controls.

The On-site Electrician shall poses the following minimum qualifications:

- Must have at least three (3) years of directly related experience obtained within the past five (5) years as an electrician in a single building of comparable size, type, and complexity;
- Required licensed for the District of Columbia;
- Shall have completed formal vocational/technical training in electrical/maintenance related work;
- Ability to identify common causes of electrical failures;
- Ability to coordinate effective PM scheduling;
- Ability to establish routine testing procedures;

- Ability to apply PM strategies and techniques such as RCM, TMP, and Root cause failure analysis;
- Ability to organize and meet project deadlines;
- Ability to work on several projects simultaneously and prioritize work, as required;
- Demonstrate working knowledge of electrical systems;
- Ability to understand and utilize electrical drawings;
- Ability to work independently and as part of a team;
- Excellent verbal communication skills

.4 Custodial Supervisor: The On-site Custodial Supervisor is required on-site when the majority of the work is being performed either during normal hours of operation or at night. The hours of the on-site supervisor shall be identified in the Schedule for Daily, Weekly, Monthly, Semi-annual and Annual Cleaning with approval by the COTR. The Custodial Supervisor is responsible for supervising the janitorial/custodial workforce in the cleaning and maintaining of the TMFJB, entailing such tasks as sweeping, dusting, machine scrubbing, polishing, mopping, gathering and disposing of refuse and managing a recycling program. The Custodial Supervisor shall at a minimum:

- Inspect the work of subordinates to insure maximum efficiency, economy, and quality of work;
- Requisition stores, and issue supplies;
- Prepare work schedules;
- Maintain records and prepare required reports;
- Train or arrange for training of new employees in the proper use of cleaning agents and equipment;
- Participate in the setting up of facilities for special occasions;
- Proficiency with word processing, spreadsheet and project tracking software;
- Excellent written and verbal communication skills

The Custodial Supervisor shall poses the following minimum qualifications:

- At least two years experience over the past five years in a supervisory capacity for a custodial program in a single building of comparable size and complexity;
- Have experience working in building custodial maintenance and supervision within the past two years;
- Ability to plan, organize and meet project deadlines;
- Ability to work on several projects simultaneously and prioritize work, as required;
- Demonstrate working knowledge of building custodial operations;
- Excellent written and verbal communication skills

.5 Tenant Project Manager: The Tenant Project Manager provides complete and overall management and oversight for tenant work orders related to tenant alterations and construction projects. The Tenant Project Manager shall be located at the TMFJB and concurrently reports to the Property Manager and the COTR. The Tenant Project Manager will regularly interface both verbally and in writing with Tenants, Tenant Representatives, Property Management, the Engineering staff, construction professionals, and other vendors. At a minimum the Tenant Project Manager duties/responsibilities shall include, but not be limited to, the following:

- Conduct competitive process, develop statement of work construction documents, and obtain bids/proposals/cost estimates for tenant work orders and construction

- projects;
- Assign projects to contractors or engineering departments, as needed;
- Manage and schedule construction projects, including pricing, estimating costs and processing tenant work orders;
- Track and process tenant work orders including issuing purchase orders and engineering service requests;
- Review tenant construction projects to ensure compliance with building standards and to ensure that work meets tenant satisfaction;
- Provide direction and guidance to engineering staff to ensure timely completion of tenant work orders;
- Provide written and oral status reports of tenant work orders to property management and tenants representatives;
- Ensure timely billing of tenant work orders;
- Maintain and distribute weekly update of Tenant Work Order Tracking Log;
- Conduct base building site inspections and coordinate repairs, as required;
- Maintain effective relationship with tenants, Property Manager, and Chief Engineer to address tenant concerns

The Tenant Project Manager shall poses the following minimum qualifications:

- Associates Degree in construction related field, or equivalent experience required;
- 1 - 3 years construction management experience;
- 1 year property management experience;
- Ability to plan, organize and meet project deadlines;
- Ability to work on several projects simultaneously and prioritize work, as required;
- Demonstrate working knowledge of architectural, engineering and building systems;
- Ability to read and review blueprints;
- Proficiency with Microsoft Office to include Word, Excel and project tracking software;
- Excellent written and verbal communication skills;
- Must be available to work flexible hours;
- Ability to use ladders.

.6 Onsite Security Manager: An On-site Security Manager is considered critical to oversee the security services and shall be available on a 24 hours basis by way of a pager/telephone system. The On-site Security Manager shall oversee and manage the day-to-day operations of the Security Officers Program. The On-site Security Manager shall be located at the TMFJB and concurrently reports to the Property Manager and the COTR. The On-site Security Manager shall have the authority to make decisions on behalf of the Contractor.

The On-site Security Manager shall poses at a minimum the following qualifications:

- Have a Bachelor's degree and have at least 5 years of recent managerial experience in a security program in a facility comparable to the TMFJB.
- Be a citizen of the United States of America;
- Be able to speak, read, write the English language fluently;
- Be a high school graduate or have a GED;
- Clear a background investigation mandated for Security Officer applicants;
- Be free from conviction of a misdemeanor crime of domestic violence in

accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction had been expunged, set aside, or has received a pardon;

- Must be licensed to carry and transport firearms in the District of Columbia;
- Must be able to withstand physical demands of the job and be capable of responding to emergency situations;
- Complete an on-site training program referenced under Section C.13.11;
- Must possess First Aid Certification by the American Red Cross;
- Must possess a Cardio Pulmonary Resuscitation Certification

.7 Lead Security Officers: The Lead Security Officer shall cover each shift. Lead Security Officers shall coordinate daily activities with the On-site Security Manager. In addition, the Lead Security Officer shall:

- Determine any changes which may be required in the daily routine;
- Assure all Security Officers are in proper uniform, and that all Government issued equipment and property is accounted for;
- Provide direct supervision for the daily work of the Security Officers;
- As required, shall function simultaneously as a Security Officer.

The Lead Security Officers shall possess the following minimum qualifications:

- Be a citizen of the United States of America;
- Be able to speak, read, write the English language fluently;
- Be a high school graduate or have a GED;
- Clear a background investigation mandated for Security Officers applicants;
- Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction had been expunged, set aside, or has received a pardon;
- Must be licensed to carry firearms in the District of Columbia;
- Must be able to withstand physical demands of the job and be capable of responding to emergency situations.
- Complete an on-site training program referenced under Section C.13.11;
- Must possess First Aid Certification from the American Red Cross;
- Must possess Cardio Pulmonary Resuscitation Certification;
- Have at least 2 years of recent supervisory experience in a security program in a facility comparable to the TMFJB;
- Have at least 3 years of security experience as an armed Security Officer, as an active armed force member, or as a law enforcement officer within the last five years.

G.5 NON-KEY PERSONNEL REQUIREMENTS

.1 Maintenance and Repair Employees: All work specified herein shall be performed by journeymen mechanics who meet the minimum requirements identified by the Department of Labor in the Labor Category Description Standards. The minimum qualifications of Maintenance and Repair Employees are as follows:

.1 Must have at least three (3) years of directly related experience obtained within the past five (5) years as a mechanic in a single building of comparable size, type, and complexity in a trade or occupation in maintenance, repair and operation of buildings such as: air conditioning and equipment mechanic, refrigeration equipment mechanic, HVAC mechanic, electrician, plumber, elevator mechanic, fire protection system mechanic, as well as welder, painter, plasterer, drywall installer or those encompassing general carpentry.

.2 Custodial Workers: The Contractor shall fully staff the building with qualified and experienced janitors and cleaning supervisors/inspectors beginning 30 calendar days after contract award. All Contractor personnel shall receive close and continuing first line supervision from the Contractor's Custodial Supervisor(s). The minimum qualifications of Custodial Workers are as follows:

.1 Trained and qualified in custodial work.

.3 Mail Center Workers: The Contractor shall staff the mail center with one (1) working supervisor, one (1) lead mail clerk, and three (3) mail clerks. Mail center workers shall all work 40 hours per week.

.1 The minimum qualifications of Mail Center Workers are as follows:

.1 Must have working knowledge of USPS mail manuals, rates and services, the operation of mail metering and related equipment, and the services of other contract carriers such as FEDEX and UPS.

.2 Must be able to interpret written information and communicate clearly, both orally and in writing, to the tenants of the Thurgood Marshall Federal Judiciary Building and to outside visitors.

.3 Must be able to occasionally lift and move cartons weighing up to seventy-five (75) pounds in connection with their daily duties and on occasion may be required to move up to five cartons of mail-related materials within the TMFJB.

.4 Must be trained in spotting, handling, and inspecting routine and suspicious mail.

.4 Substitution of Mail Center Workers: If the working supervisor or a mail clerk is unable to report for duty or is on scheduled leave, the Contractor shall notify the COTR of the absence, reason for the absence and the name of the replacement. The replacement shall possess, at a minimum, a working knowledge of mail center operations and a familiarity with the TMFJB.

.5 Security Officers: Security Officers shall be experienced and qualified to provide and monitor security and to man identified security posts. All security personnel shall be fully trained, authorized, and licensed to carry and operate firearms in accordance with the applicable Federal and District of Columbia laws and regulations. The work requires frequent and prolonged walking, standing, running, sitting, and stooping. Occasionally, the individual may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (mental, climate related, etc.) is a basic requirement of this position. Any individual who cannot meet the physical requirements of the position will not be qualified to work under this contract.

The employment qualification requirements for security guards shall be at or exceed Guard II standards. (Guard II: Enforces regulations designed to prevent breaches of security. Exercises judgment and use discretion in dealing with whether first response should be to intervene directly (asking for assistance when deemed necessary and time allows), to keep situation under surveillance, or to report situation so that it can be handled by appropriate authority. Duties require specialized training in methods and techniques of protecting security areas. Commonly, the guard is required to demonstrate continuing physical fitness and proficiency with firearms or other special weapons.)

Security Officers shall at a minimum possess the following qualifications:

- Be a citizen of the United States of America;
- Be a high school graduate or have a GED;
- Must possess at least a minimum of one year of security experience as an armed Security Officer within the last two years;
- Clear the background investigation mandated for Security Officers applicants;
- Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction had been expunged, set aside, or has received a pardon;
- Must be licensed to carry firearms in the District of Columbia;
- Must be able to withstand physical demands of the job and be capable of responding to emergency situations;
- Meet the General Qualification Requirements for all Security Personnel;
- Complete a certified and well-accredited security training program prior to being placed on staff at TMFJB;
- Complete an on-site training program referenced under "Training Criteria";
- Possess First Aid Certification from the American Red Cross;
- Possess a Cardio Pulmonary Resuscitation Certification;
- Have the ability to meet and deal tactfully with judges, judiciary employees, government personnel, and the general public;
- Have the ability to understand, explain, interpret, and apply rules, regulations, directives and procedures;
- Possess poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions;
- Have the ability to prepare clear and concise reports;
- Have the ability to learn and adapt to changing situations;
- Have the ability to accept and respond to instruction and direction.

.1 Medical Requirement: All prospective contract security personnel must undergo a pre-employment medical examination. Each applicant must meet the health certification requirements listed in the Government of the District of Columbia, Metropolitan Police Department, Security Officers Management Branch, Policy Manual.

.2 Physical Fitness: The Contractor shall encourage security personnel to maintain a fitness program. Physical well-being of the security personnel will assure the employees ability to tolerate the stress associated with this type of employment and increase physical readiness in cases of emergency.

.3 Changing the Number of Authorized Security Officers: The Contracting

Officer may increase or decrease the level of security by issuing a Contract modification directing the Contractor to increase or decrease the number of Security Officers and posts currently allocated to the contract. Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any one time during the previous contract year, or in the first year of performance, 100 percent of the positions authorized at contract award.

.4 Contractor Continuing Responsibility to Provide Suitable Security Personnel:

The Contractor shall take all necessary steps to ensure that security personnel who are selected for assignment to this contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements as stated in Attachment A, Security Personnel Qualifications. The Contractor shall have the responsibility to ensure that security personnel remain suitable in all respects, meeting all standards of suitability, including but not limited to conduct, work performance, and medical requirements. The fact that background investigations are performed, shall not in any manner relieve the Contractor of his/her responsibility to ensure that security personnel remain reliable and of reputable background and sound character. During the term of the contract, failure of any security personnel to meet the criteria noted, by violating the Security Personnel Performance Standards or failing to meet any requirements of the contract relating to a security personnel suitability, constitutes contractor non-performance.

The COTR will notify the Contractor, in writing, with a copy to the Contracting Officer, regarding contractor non-performance due to non-suitability or any other deficiency of security personnel.

.6 Orientation and Training: Training requirements shall be completed prior to employment in the TMFJB. The Contractor shall provide a comprehensive training program as listed below to all security personnel.

.1 All training required shall be administered by persons who are certified as being qualified to instruct or teach the specific subjects or topics required. Certification to instruct the specific subject shall be in the form of a certificate issued by an accredited institution of learning. Such certification shall be current, within the past 3 years. Copies of the instructor's certifications and documentation shall be submitted to the COTR. Contractor shall maintain current employee records on file and said records shall be available for government review upon immediate request. Records shall identify all training, weapons qualifications and other credentials.

.2 Training shall be provided in classroom setting and on-site by certified and experienced instructors that have direct interaction with the applicants.

.3 Training shall consist of an individual based continuing program under the direct supervision of a lead security officer following the initial 7 days of training. Training should include, but not to be limited to:

- .1** Public relations;
- .2** Interpersonal skills;
- .3** EEO training;
- .4** Sexual Harassment training;
- .5** Cardio Pulmonary Resuscitation;
- .6** Automated External Defibrillator Certification;
- .7** First Aid;
- .8** Blood-borne pathogens;

- .9 Handling aggressive and violent behavior;
- .10 Self-defense;
- .11 Weapon retention and control;
- .12 Detention procedures;
- .13 Search and seizure;
- .14 Patrol techniques;
- .15 Observation techniques;
- .16 Report writing;
- .17 Bomb threat;
- .18 X-ray threat recognition;
- .19 Explosive devices and suspicious packages searches;
- .20 Chemical/Biological awareness

.4 Security personnel shall maintain an awareness and familiarity with TMFJB requirements, such as general information and special orders for the TMFJB, operational procedures for security systems, and operational procedures as directed by the Security Force SOP. Requirement include, but are not limited to:

- .1 Brief history of the Thurgood Marshall Federal Judiciary Building;
- .2 Mission and names of tenant organizations;
- .3 The mission of the TMFJB Security Program;
- .4 Standards of Performance for Security Personnel;
- .5 TMFJB Medical protocol;
- .6 Building Emergency Program;
- .7 Security Force SOP to include questions and answers;
- .8 Sixteen to 24 hours of on-site orientation that shall include practical

exercises and role playing exercises in the following areas:

- .1 Operation, monitoring and interpretation of all security equipment;
- .2 Security screening;
- .3 Spot checking and hand check inspections;
- .4 Special procedures (disabled persons, baby carriages, wheelchairs, persons excluded from searches);
- .5 Property passes;
- .6 Tenant access control;
- .7 Duress alarm procedures;
- .8 Fire alarm procedures;
- .9 Post opening and closing procedures

G.6 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all management, administrative, clerical and supervisory functions required for the effective and efficient performance of this contract. The Contractor shall provide personnel who have experience on projects of similar size, scope, complexity, functionality, and other relevant experience with the tools and methodologies which are being provided for use on this contract. All personnel provided under this contract shall meet or exceed the personnel qualifications for the labor category proposed.

All matters concerning the employment, training, conduct, supervision, compensation, promotion, and

discharge of employees shall be the responsibility of the Contractor. The Contractor shall comply with all applicable laws and regulations concerning workman's compensation, social security unemployment insurance, hours of labor, wages, working conditions and safety, EEO requirements, and all similar matters with respect to such employees.

.1 Contractor Licensing Requirements: All personnel engaged in the contract activities specified herein must be licensed by the state, local authority, and/or the city local authority in those trades, crafts, or professions which require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirements of the work being performed and/or as established by the above jurisdictions. The Contractor shall furnish a copy of each license for each employee to the CO and COTR not more than two (2) weeks after Contract award. The Contractor shall furnish licenses and certificates to the CO and COTR for any replacement or additional employees at least 7 calendar days before such employee reports for work at the TMFJB.

.2 Required levels of Supervision: The Contractor shall ensure that all facilities management services be satisfactorily supervised with, at a minimum, a Property Manager, On-site Operations and Maintenance Supervisor (chief engineer), Electrician, Custodial Supervisor, Tenant Project Manager, and Security Manager. These individuals shall have the authority to act for the Contractor daily at the TMFJB.

The Contractor is required to designate separate on-site supervisors for the operation and maintenance program, and the custodial program.

.3 Contractor Personnel Identification: The Contractor shall furnish photo identification/building pass (ID) for all employees, including subcontractor employees, working in the building. The Contractor shall ensure all employees have photo identification/building pass (IDs) before entering on duty. The employee shall be required to display their ID at all times while on the premises. All IDs must be returned to the Contractor when an employee is dismissed or terminated and when a subcontract or this contract terminates. All IDs must contain an expiration date of a maximum of two (2) years from the date of issuance.

.4 Work Safety: All services performed under this contract shall comply with the applicable requirements of 29 CFR. All work shall comply with the District of Columbia's municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors, that results in illness or death.

.1 Contractor Emergency Operating Plan Training: All on-site Contractor employees shall be familiar with the building emergency operating plan and building fire alarm system. All employees shall be trained by the Property Manager or Chief Engineer on the procedures to follow in case of fire or other emergency including the pulling of fire alarms when necessary.

G.7 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his/her speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work.

(c) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC contracts or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(d) If after award of the base contract, and for any reason, the Contractor proposes to replace a subcontractor, final approval of the proposed replacements shall rest with the Contracting Officer. Replacement subcontractor must have equal or greater qualifications than the subcontractor being replaced. The Contractor shall provide the COTR the following information:

- .1 A description of the services to be subcontracted;
- .2 Identification of the proposed subcontractor;
- .3 The proposed subcontract price;
- .4 Qualifications of the proposed subcontractor;
- .5 Three references of past performance for work similar to that which the subcontractor shall perform under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(f) Within thirty (30) calendar days after contract award, the Contractor shall provide the COTR and CO copies of any contracts or subcontracts entered into to provide services covered under this contract.

(End of clause)

G.8 AOC52.222-2 SUPPLEMENTAL WAGE DETERMINATION/RATE REQUEST (SEP 2004)

(a) The wage determination or rate, hereby incorporated, does not include the classification, Elevator Mechanics. The Contracting Officer submitted a request for a wage determination or rate to the U.S. Department of Labor, for a decision pertinent to the wage determination or rate applicable to the class of employee utilized in the work herein specified. As of the date of issue of this solicitation, such wage determination or rate has not been received by the Contracting Officer. Upon receipt, a copy of the Department of Labor's action will be forwarded to the contractor by the Contracting Officer.

(b) In the event that a wage determination or rate is not forthcoming from the Department of Labor prior to the opening of offers, each offeror agrees, by signing and submitting its offer, to be bound to compliance with the pertinent wage determination or rate of the Department of Labor, as eventually promulgated.

(c) If the action from Department of Labor results in a modification that is an increase to the wage and fringe benefit payments but shall not otherwise include any amount for general and administrative costs, overhead, or profit. The contractor also warrants that the price in this contract does not include any allowance for contingency to cover increased costs for which the adjustment is provided under a modification. In addition, the contractor shall provide, upon request, to the Contracting Officer the originals of any documentation the contractor used when preparing the proposal which will be utilized by the

Contracting Officer to ensure that the payment of the adjustment will be for only those hours indicated under the specified category.

G.9 AOC52.223-6 SPECIAL SECURITY REQUIREMENTS
U.S. SUPREME COURT (AUG 2005)

(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until a completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to

arrest and prosecution.

(g) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(End of clause)

**G.10 AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
(JUN 2004)**

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

G.11 AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

END OF SECTION G

**SECTION I
CONTRACT CLAUSES**

TABLE OF CONTENTS

SECTION	ARTICLE NUMBER	ARTICLE NAME	PAGE No.
I.1	AOC 52.201-1	DEFINITIONS	I-4
I.2	AOC52.203-1	ADVERTISING/PROMOTIONAL MATERIALS	I-4
I.3	AOC52.203-2	DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC	I-5
I.4	AOC52.203-3	OFFICIALS NOT TO BENEFIT	I-5
I.5	AOC52.203-4	DISSEMINATION OF CONTRACT INFORMATION	I-5
I.6	AOC52.203-5	CONFIDENTIALITY REQUIREMENT	I-5
I.7	AOC52.204-1	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	I-6
I.8	AOC52.215-10	EXAMINATION OF RECORDS	I-6
I.9		ORDERING PROCEDURES	I-6
I.10	AOC52.216-6	UNDEFINITIZED CONTRACT ACTIONS	I-9
I.11	FAR 52.217-7	OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM (MAR 1989)	I-10
I.12	FAR 52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	I-10
I.13	AOC52.219-1	UTILIZATION OF SMALL BUSINESS CONCERNS	I-11
I.14	FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	I-11
I.15	FAR 52.222-47	MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR OR COLLECTIVE BARGAINING AGREEMENTS (CBA)	I.15
I.16	AOC52.222-3	CONVICT LABOR	I-16
I.17	AOC52.222-4	OVERTIME WORK	I-16

I.18	AOC52.222-5	COLLECTIVE BARGAINING AGREEMENTS	I-16
I.19	FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	I-17
I.20	AOC52.223-4	TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS	I-18
I.21	AOC52.223-9	ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS	I-18
I.22	AOC 52.228-2	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	I-19
I.23	AOC52.228-4	INDEMNIFICATION AND HOLD HARMLESS AGREEMENT	I-20
I.24	FAR 52.232-18	AVAILABILITY OF FUNDS	I-20
I.25	FAR 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	I-20
I.26		PAYMENTS	I-21
I.27		PROCEEDS FROM THE SALE OF RECYCLABLE MATERIALS	I-22
I.28	AOC52.232-6	PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACTOR REGISTRATION	I-22
I.29	AOC52.232-7	DISCOUNTS	I-24
I.30	AOC52.232-9	PAYMENT OF INTEREST ON CONTRACTOR CLAIMS	I-25
I.31	AOC52.232-12	ASSIGNMENT - SUPPLEMENT	I-25
I.32	AOC52.233-1	DISPUTES	I-25
I.33	AOC52.233-2	CLAIMS FOR EQUITABLE ADJUSTMENTS WAIVER AND RELEASE OF CLAIMS	I-26
I.34	AOC52.233-4	DAMAGES FOR DELAY	I-26
I.35	AOC52.245-2	GOVERNMENT-FURNISHED PROPERTY	I-26
I.36	FAR 52.246-20	WARRANTY OF SERVICES	I-27

I.37	FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE	I-28
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**SECTION I
CONTRACT CLAUSES**

I.1 AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

I.2 AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.
- (d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state

or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

**I.3 AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL
PUBLIC (JUN 2004)**

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

I.4 AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

**I.5 AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV
2004)**

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

I.6 AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

**I.7 AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED
PAPER (JUN 2004)**

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.8 AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

I.9 ORDERING PROCEDURES: (Applicable Only to Items 0x10 Through 0x14)

Acronyms Defined:

ADM - AO Administrative Services Division
AOC - Architect of the Capitol
CAS - Central Accounting System
DTR - Designated Tenant Representative
TMFJB - Thurgood Marshall Federal Judiciary Building
TPM - Contractor's Tenant Project Manager
USSC - US Sentencing Commission
FJC - Federal Judicial Center
JPML - Judicial Panel for Multi-District Litigation

Building Services:

For Building Service Requests identified in C.4.3.4 (Fixed), the process is as follows:

Step 1 The tenants (identified in C.1 - Background) in the TMFJB send an email to the

ADM/DTR Electronic Mailbox or call ADM/DTR staff to request service(s).

- Step 2** ADM/DTR reviews and forwards tenant requests electronically to the Contractor's mailbox.
- Step 3** Contractor performs requested service(s) or Contractor sends email to ADM/DTR explaining any delay in service performance.
- Step 4** Contractor sends email to ADM/DTR stating that work was completed on (date and time).
- Step 5** ADM/DTR logs email confirmation and contacts employee to verify satisfaction with Contractor's work.
- Step 6** If employee is not satisfied, ADM/DTR notifies Contractor of the problem for follow-up with employee.

NOTE: Contractor shall submit a weekly status report on service requests to COTR or DTR.

For Tenant Work Orders identified in C.4.3.5.4 (General - Reimbursable), the process is as follows:

- Step 1** ADM/DTR initiates request for service(s) or receives request for service(s). The tenants send email to the ADM/DTR Electronic Mailbox or call ADM/DTR staff.
- Step 2** ADM/DTR submits a request for a cost estimate (RFCE).
- Step 3** Contractor submits proposal (including all subcontractor bids/proposals).
- Step 4** ADM/DTR reviews the proposal, and then generates and approves the CAS work order to request services.
- Step 5** COTR/DTR issues approved work order to Contractor to request work.
- Step 6** Contractor schedules the work with ADM/DTR.
- Step 7** Contractor schedules the punch list walkthrough with ADM/DTR and provide punch list to ADM//DTR.
- Step 8** Contractor sends email to ADM/DTR that the work was completed on (date and time).
- Step 9** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work order, subcontractors' invoices, etc., within 30 days after completion of work.

NOTE: Contractor shall submit a weekly status report on service requests to COTR and DTR.

For Tenant Work Orders identified in C.12 (Tenant Alterations and Construction Projects - Reimbursable), the process is as follows:

- Step 1** ADM/DTR submits a RFCE.

- Step 2** ADM/DTR through the TPM obtains cost estimate for A&E design services, including subcontractor(s) bid/proposal.
- Step 3** Contractor submits a proposal.
- Step 4** ADM/DTR reviews the proposal, generates and approves the CAS work order to request A&E design services.
- Step 5** COTR/DTR issues approved work order to Contractor to request work.
- Step 6** A&E design vendor submits construction documents to ADM/DTR. Upon request, ADM/DTR, through the TPM, may obtain cost estimates (with labor hours), for tenant alteration projects from A&E design vendor (for comparison purposes).
- Step 7** ADM/DTR submits a request for a cost estimate for the construction.
- Step 8** Contractor issues bid packages to construction firms to obtain competitive bids/proposals.
- Step 9** Contractor's TPM reviews bids/proposals for accuracy and completeness and compares them with the estimates (if any) received from A&E design vendor. Contractor's TPM submits the cost Estimate to A&E design vendor for comments and comparison.
- Step 10** ADM/DTR through the TPM coordinates with vendor in negotiating a fair and reasonable price with construction firms.
- Step 11** Contractor submits proposal (including all subcontractor bids/proposals).
- Step 12** ADM/DTR reviews the proposal, and then generates and approves the CAS work order to request services.
- Step 13** COTR/DTR issues approved work order to Contractor to request work.
- Step 14** Contractor schedules the work with ADM/DTR.
- Step 15** ADM/DTR coordinates with Contractor's TPM, A&E design vendor, and construction firm throughout completion of the project (including updating schedules, construction administration progress until completion). Contractor's TPM prepares proposal per A&E design vendors for construction administration.
- Step 16** Contractor schedules the punch list walkthrough with ADM/DTR and provide punch list to ADM//DTR.
- Step 17** The Contractor's TPM shall ensure that all punch list items are completed to the satisfaction of ADM and tenant requesting the work. TPM shall obtain approval of punch list from ADM/DTR before occupancy and issue a project completion sheet for ADM/DTR signature.
- Step 18** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work orders, subcontractors invoices, etc., within 30 days

after completion of work.

NOTE: ADM is the point-of-contact (POC) for any tenant alterations and construction projects for the following TMFJB services tenants: Cafeteria, TMFJB Child Development Center, Credit Union, Fitness Center, Health Unit, and Judiciary Conference Center. ADM is also the POC for **any tenant alterations and construction projects** for all other Tenant Agencies in the TMFJB.

Infrastructure Repair Orders Process identified in C.4.3.5.6, C.4.3.5.7, and C.5.4 (Reimbursable), the process is as follows:

- Step 1** Either the Contractor or Contracting Officer's Technical Representative can initiate a request for services. In the event services are considered Urgent or Emergency, the COTR may provide verbal approval for the work to be performed. Contractor to send an email regarding the verbal approval for record.
- Step 2** Contractor generates and issues a proposal order for repair service(s) to the TMFJB infrastructure and ADM issues a work order immediately.
- Step 3** Contractor submits invoice (referencing CAS work order number), including relative backup documentation such as, work orders, subcontractors invoices, etc., within 30 days after completion of work for completed infrastructure repair orders, exceeding \$2,500, to the AO for payment. A copy of each invoice shall also be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226- 2580, and to the COTR at the same time.

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E., Suite G-350
Washington, D.C. 20544

I.10 AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for

notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

I.11 FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ten days. Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

I.13 AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

I.14 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits
HVAC Mechanic, 23400 (WG-10)	\$22.15/hr.
1. FERS Benefit	\$3.54
2. Medicare	.33
3. Social Security	1.37
4. Thrift Savings Plan	1.11
5. Life	.11
6. Health	<u>1.99</u>
TOTAL	\$30.61
General Maintenance, 23370 (WG-8)	\$19.80/hr
1. FERS Benefit	\$3.17
2. Medicare	.30
3. Social Security	1.23
4. Thrift Savings Plan	.99
5. Life	.10
6. Health	<u>1.78</u>
TOTAL	\$27.36
Maintenance Helper, 23580 (WG-5)	\$15.59/hr
1. FERS Benefit	\$2.49

2.	Medicare	.23
3.	Social Security	.97
4.	Thrift Savings Plan	.78
5.	Life	.08
6.	Health	<u>1.40</u>
	TOTAL	\$21.55
Laborer, 11180 (WG-2)		\$11.26/hr
1.	FERS Benefit	\$1.80
2.	Medicare	.17
3.	Social Security	.70
4.	Thrift Savings Plan	.56
5.	Life	.06
6.	Health	<u>1.01</u>
	TOTAL	\$15.56
Guard I, 27101 (GS-4)		\$12.68/hr
1.	FERS Benefit	\$2.03
2.	Medicare	.19
3.	Social Security	.79
4.	Thrift Savings Plan	.63
5.	Life	.06
6.	Health	<u>1.14</u>
	TOTAL	\$17.52
Guard II, 27102 (GS-5)		\$14.18/hr
1.	FERS Benefit	\$2.27
2.	Medicare	.21
3.	Social Security	.88
4.	Thrift Savings Plan	.71
5.	Life	.07
6.	Health	<u>1.28</u>
	TOTAL	\$19.60
Heavy Equipment Mechanic, 23430 (WG-10)		\$22.15/hr
1.	FERS Benefit	\$3.54
2.	Medicare	.33
3.	Social Security	1.37
4.	Thrift Savings Plan	1.11
5.	Life	.11
6.	Health	<u>1.99</u>
	TOTAL	\$30.61
Janitor, 11150 (WG-2)		\$11.26/hr
1.	FERS Benefit	\$1.80
2.	Medicare	.17
3.	Social Security	.70
4.	Thrift Savings Plan	.56
5.	Life	.06

6.	Health		<u>1.01</u>
	TOTAL		\$15.56
General Clerk I, 01115 (GS-1)			\$9.21/hr
1.	FERS Benefit		\$1.47
2.	Medicare		.14
3.	Social Security		.57
4.	Thrift Savings Plan		.46
5.	Life		.05
6.	Health		<u>.83</u>
	TOTAL		\$12.72
General Clerk II, 01116 (GS-2)			\$10.35/hr
1.	FERS Benefit		\$1.66
2.	Medicare		.16
3.	Social Security		.64
4.	Thrift Savings Plan		.52
5.	Life		.05
6.	Health		<u>.93</u>
	TOTAL		\$14.30
Truck Driver, light truck, 31361 (WG-6)			\$17.03/hr
1.	FERS Benefit		\$2.72
2.	Medicare		.26
3.	Social Security		1.06
4.	Thrift Savings Plan		.85
5.	Life		.09
6.	Health		<u>1.53</u>
	TOTAL		\$23.54
Truck Driver, heavy truck, 31363 (WG-8)			\$19.80/hr
1.	FERS Benefit		\$3.17
2.	Medicare		.30
3.	Social Security		1.23
4.	Thrift Savings Plan		.99
5.	Life		.10
6.	Health		<u>1.78</u>
	TOTAL		\$27.36
Laundry, presser, 15160 (WG-2)			\$11.26/hr
1.	FERS Benefit		\$1.80
2.	Medicare		.17
3.	Social Security		.70
4.	Thrift Savings Plan		.56
5.	Life		.06
6.	Health		<u>1.01</u>
	TOTAL		\$15.56
Window Cleaner, 11360 (WG-3)			\$12.70/hr

1.	FERS Benefit	\$2.03
2.	Medicare	.19
3.	Social Security	.79
4.	Thrift Savings Plan	.64
5.	Life	.06
6.	Health	<u>1.14</u>
	TOTAL	\$17.55
Alarm Monitor, 27004 (GS-5)		\$14.18/hr
1.	FERS Benefit	\$2.27
2.	Medicare	.21
3.	Social Security	.88
4.	Thrift Savings Plan	.71
5.	Life	.07
6.	Health	<u>1.28</u>
	TOTAL	\$19.60
Recycling Worker, 99510 (WG-5)		\$15.59/hr
1.	FERS Benefit	\$2.49
2.	Medicare	.23
3.	Social Security	.97
4.	Thrift Savings Plan	.78
5.	Life	.08
6.	Health	<u>1.40</u>
	TOTAL	\$21.55
Electronics Technician, 23181 (WG-8)		\$19.80/hr
1.	FERS Benefit	\$3.17
2.	Medicare	.30
3.	Social Security	1.23
4.	Thrift Savings Plan	.99
5.	Life	.10
6.	Health	<u>1.78</u>
	TOTAL	\$27.36
Pest Controller, 11270 (WG-7)		\$18.48/hr
1.	FERS Benefit	\$2.96
2.	Medicare	.28
3.	Social Security	1.15
4.	Thrift Savings Plan	.92
5.	Life	.09
6.	Health	<u>1.66</u>
	TOTAL	\$25.54
Gardener, 11090 (WG-6)		\$17.03/hr
1.	FERS Benefit	\$2.72
2.	Medicare	.26
3.	Social Security	1.06
4.	Thrift Savings Plan	.85

5.	Life	.09
6.	Health	<u>1.53</u>
	TOTAL	\$23.54
Laborer, grounds maintenance, 11210 (WG-3)		\$12.70
1.	FERS Benefit	\$2.03
2.	Medicare	.19
3.	Social Security	.79
4.	Thrift Savings Plan	.64
5.	Life	.06
6.	Health	<u>1.14</u>
	TOTAL	\$17.55
Fire Alarm System Mechanic, 23290 (WG-10)		\$22.15/hr
1.	FERS Benefit	\$3.54
2.	Medicare	.33
3.	Social Security	1.37
4.	Thrift Savings Plan	1.11
5.	Life	.11
6.	Health	<u>1.99</u>
	TOTAL	\$30.61
Elevator Repairer, 23210 (WG-10)		\$22.15/hr
1.	FERS Benefit	\$3.54
2.	Medicare	.33
3.	Social Security	1.37
4.	Thrift Savings Plan	1.11
5.	Life	.11
6.	Health	<u>1.99</u>
	TOTAL	\$30.61
Elevator Repairer Helper, 23220 (WG-5)		\$15.59/hr
1.	FERS Benefit	\$2.49
2.	Medicare	.23
3.	Social Security	.97
4.	Thrift Savings Plan	.78
5.	Life	.08
6.	Health	<u>1.40</u>
	TOTAL	\$21.55

(End of clause)

I.15 FAR 52.222-47 MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA)

An SCA wage determination applicable to this work has been requested from the U.S. department of Labor. If an SCA wage determination is not incorporated herein, the offerors shall consider the economic terms of

the collective bargaining agreement (CBA) between the incumbent Contractor, Consolidated Engineering Services, and Local 99-99A, International Union of Operating Engineers and Mister Klee, Maintenance Company, Inc. And the Service Employees International Union 32BJ, district 82. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of the 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

I.16 AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

I.17 AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

I.18 AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Mr. Patrick G. Hunt
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

I.19 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

**I.20 AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS
(JUN 2004)**

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

**I.21 AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
(SEP 2004)**

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

I.22 AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each

person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.23 AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

I.24 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.25 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

.1 Invoices for Monthly Services, Items 0x01 through 0x09; and for Infrastructure Repair Orders

- .1** Invoices shall be submitted to the following address. A copy of each invoice shall be submitted by fax to the Architect at the Capitol, Accounting Division at 202-226-2580, and to the COTR at the same time.

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E., Suite G-350
Washington, D.C. 20544

- .2** Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices ("Certified as accurate and complete") from a responsible authority/officer of the Contractor, shall be mailed, in triplicate, to the above address. Any questions or information concerning requirements for processing invoices shall be directed to the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- .1** Contract Number
- .2** Name, address and Taxpayer I.D. number of Contractor
- .3** Invoice Date
- .4** Period the payment covers
- .5** Amount by line item including quantity and unit pricing (see the article entitled "SCHEDULE OF ITEMS" in Section B)

- .3** Payments will be made directly to the Contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is invited to the requirements of the article entitled "MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT" in this section.

- .2** Properly certified ("Certified as accurate and complete") invoices (to include relative backup documentation such as, request for cost estimate and subcontractors invoices), from a responsible authority/officer of the Contractor, for Building Service Requests and Tenant Work Orders, covered under Items 0x10 through 0x14, shall be submitted to the following addresses:

- .1** Invoices pertaining to AO orders shall be submitted to:

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
AO Administrative Services Division
One Columbus Circle, N.E.
Suite G-350
Washington, D.C. 20544

- .2 Properly certified ("Certified as accurate and complete") invoices (to include relative backup documentation such as, request for cost estimate and subcontractors invoices), from a responsible authority/officer of the Contractor, pertaining to other TMFJB Tenant Agency orders shall be submitted to the particular Tenant Agency address, which will be provided by the Designated Tenant Representative, or on the Tenant Agencies' first order placed.

(End of clause)

I.27 PROCEEDS FROM THE SALE OF RECYCLABLE MATERIALS:

All proceeds generated from the sale of recyclable materials as stated in C.7.4 shall be submitted by a check payable to AOUSC (Fund 6855XX) to the following address:

Administrative Office of the U.S. Courts
Thurgood Marshall Federal Judiciary Building
Accounting and Financial Systems Division
One Columbus Circle, N.E.
Suite 5-300
Washington, D.C. 20544

I.28 AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method

of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent;
and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital
Accounting Division

Mailing Address:

2nd and D Streets SW
Ford House Office Building
Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

I.29 AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.30 AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

I.31 AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

I.32 AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or

arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
(End of clause)

I.33 AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

I.34 AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

I.35 AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or

service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

I.36 FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government; of the materials and/or equipment for which services are herein required; one year from the date of acceptance of this service, shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.37 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2

TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (FIXED-PRICE)
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

MAY 2004 52.249-2
APR 1984 52.249-8

(End of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>ATTACHMENT NAME</u>	<u>NO. OF PAGES</u>
J.1	TMFJB Building Information Sheet	2
J.2	CAD Floor Plans	1
J.3	TMFJB Record Data	1
J.4	TMFJB Mechanical-Electrical-Plumbing (M-E-P) Systems Narrative	11
J.5	TMFJB M-E-P Systems - Equipment List	5
J.6	Preventive Maintenance Guide Listing	5
J.7	List of Government Furnished Equipment	8
J.8	<u>WAGE DETERMINATION NOS:</u> <u>1994-2103 (Rev 33) dated 03/10/2005</u>	9
J.9	Day Porter and Night Time and Weekend Cleaning Quality Requirements	16
J.10	Security Personnel Performance Standards	3
J.11	Storage Paper Inventory	1
J.12	Building Codes and Regulations	1
J.13	Day Cleaning List	1
J.14	Thurgood Marshall Federal Judiciary Building Rules and Regulations	8
J.15	Equipment List (a) - TMFJB Cafeteria	3
J.16	Equipment List (b) - FJC Auditorium and Classrooms	1
J.17	Equipment List (c) - Computer Center Training Rooms	1
J.18	Equipment List (d) - TMFJB Computer Centers	1
J.19	Security Camera System	1
J.20	Equipment List (f) - Child Development Center (CDC)	1
J.21	Payment Information Form, Ach Vendor Payment System	1

J.22	Request for Check of Criminal History Records (For Informational Purposes Only)	
J.23	Site Walkthrough Locations	1
J.24	Weekly Maintenance Worksheet	1
J.25	AOC Design Manual	
J.26	RESERVED	
J.27	List of Incumbent Contractors	2
J.28	Landscape Requirements	2
J.29	Collective Bargaining Agreements	31
J.30	Contractor Maintained Telephones	1
J.31	List of Site Visit Attendees	4
J.32	List of Interested Parties	3

END OF SECTION J

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
L.1	INSTRUCTIONS TO OFFERORS	L-2
L.2	INTERPRETATIONS AND AMENDMENTS	L-3
L.3	RESTRICTION ON DISCLOSURE AND USE OF DATA	L-4
L.4	FAILURE TO SUBMIT OFFER	L-5
L.5	TYPE OF CONTRACT	L-5
L.6	PREPARATION OF PROPOSALS	L-5
L.7	PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES	L-6
L.8	INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES	L-6
L.9	INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL SOURCE SELECTION PROCEDURES	L-12
L.10	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	L-14
L.11	MINIMUM OFFER ACCEPTANCE PERIOD	L-14
L.12	PRE-PROPOSAL MEETING AND SITE VISIT	L-14

SECTION L

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. Address envelopes to:

Administrative Office of the United States Courts
Office of Internal Services
Administrative Services Division
1 Columbus Circle, N.E.
Suite G-350
Washington, D.C. 20544
Attn: Linda Round

or, if hand carried by any courier service, including Federal Express, or UPS, address as follows:

Administrative Office of the United States Courts
Administrative Services Division
Suite G-350
Thurgood Marshall Federal Judiciary Building
1 Columbus Circle, N.E.
Washington, D.C. 20002

NOTE change in Zip Code. Do not deliver proposals to the Administrative Office of the United States Court mail room. Deliveries by other than U.S. Mail must be made to Suite G-350, through the F Street loading dock of the Thurgood Marshall Federal Judiciary Building.

Offeror shall write “Bid Documents Enclosed”, their company name and return address, the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address.

SECTION L

Telegraphic or facsimile proposals and modifications will not be considered.

(d) Upon arrival, time must be allowed for security procedures. The Administrative Services Division must be called (202) 502-1220 from the loading dock for package pickup. A half-hour lead-time is recommended for this process.

(e) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
(End of provision)

L.2 AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings,

specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to phunt@aoc.gov or via facsimile to (866) 221-2458.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be posted on the AOC web site. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
- (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
- (iii) Letter or telegram; or
- (iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

L.3 AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:
- “This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data

to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)"; and

- (b) Mark each sheet of data it wishes to restrict with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(End of provision)

L.4 AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office via email at phunt@aoc.gov whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) Firm Fixed Price contract resulting from this solicitation.

(End of provision)

L.6 AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (c) For each item offered, offers shall—

- (1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

- (2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

- (d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

SECTION L

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

L.7 PROPOSAL COMPOSITION - SOURCE SELECTION PROCEDURES

(a) Proposals shall be submitted in two (2) major subdivisions: Volume I, Technical Proposal whose content and arrangement shall be as described in the article, "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES" of this section, and Volume II, Price Proposal, which shall be prepared in detail on a basis as described and set forth in the article entitled, "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES" of this section.

(b) The Technical Proposal and the Price Proposal portions of each proposal tendered by any offeror shall each be enclosed in a separate sealed package, identified on its outer surface as to content in the manner prescribed in the article entitled "INSTRUCTIONS TO OFFERS" of this section and submitted in the following number of copies:

- (1) Technical Proposal - One original and six (6) copies.
- (2) Price Proposal - One original and two (2) copies.

(c) A cover letter may accompany the Proposal to set forth any information that the offeror wishes to bring to the attention of the Government.

(d) Each offeror may submit one or more proposals; however, each proposal shall be configured as described above, shall be considered on its own merits as to the completeness of submission and shall not share required documentation, bonding, or other requirements of submission with any other proposal submitted by the same offeror.

(e) Offerors must thoroughly examine and follow the entire contents of each section of the solicitation documents, without exception. Failure to do so shall be at the offeror's own risk.

(f) The Government shall not pay any offeror for preparation of its offer.

(g) Responses to requirement shall be concise and directly address the requirement statement, and be legible in all required copies. Foldout pages are allowed for figures and tables, but the use of foldouts for text is prohibited. The proposal shall be provided on 8.5 inch by 11 inch paper using 10 to 12 pitch type at no more than 60 lines of type per page.

(h) Manuals, brochures and pamphlets shall be used for supplementary information. The responses to requirements shall not consist of only a reference to accompanying manuals, brochures and pamphlets.

L.8 INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL - SOURCE SELECTION PROCEDURES

L.8.1 The Technical Proposal shall be submitted in an original and six (6) copies organized in accordance with the following format to facilitate evaluation by the Government. The Technical Proposal shall be

SECTION L

subdivided into five (5) subsections: Tab A: Response to minimum mandatory requirements described in Section C, Tab B: Technical Approach, Tab C: Management Plans, Tab D: Corporate Experience and Past Performance, Tab E: Key Personnel; indexed by evaluation factor and contained in three ring binders under separate tabs.

L.8.2 Tab A - Factor I - Response to minimum mandatory requirements

.1 This Tab of the Proposal shall clearly indicate the offeror's compliance with requirements of the RFP by paragraph number, i.e., paragraph C.2, C.3.1, C.3.2, C.3.2.1, C.3.2.2, C.3.2.3, C.3.2.4, C.3.2.5, C.3.3, C.3.4, C.3.5 C.3.5.1, C.3.5.1.1, C.3.5.2, etc.

.2 In order to have an acceptable proposal, the offeror must respond to each paragraph of Section C of the Solicitation Document in the order presented in the request for proposals, to include responses to the subparagraphs therein, including any amendments thereto, and a detailed statement describing the offeror's ability to meet each of the requirements, descriptions of planned approaches, schedules, and supporting reference(s) which substantiate the claim must be provided.

.3 In addition to determining the compliance with the minimum mandatory requirements in Section C, the government will use the responses to evaluate technical excellence in the best value determination.

.4 To achieve the best possible technical rating the offeror's responses should include: discussions on mechanisms which offer enhanced value and/or capability and/or which reduce performance risk. The response should clearly highlight such areas and indicate why the offeror believes these areas offer enhanced value and/or capability and/or reduce performance risk. This information shall be summarized under Tab B.

.5 Additionally, the offeror's responses may be used during the evaluation of the on-site management plan factor which is identified under Tab C below.

.6 For each numbered or lettered detailed requirement, the offeror must:

- Restate the entire requirement in BOLD typeface with its associated reference number/letter verbatim to what is stated in the solicitation. In the event of any variance or discrepancy in the offeror's restatement of the government's Section C requirements, the original solicitation language, as amended, shall prevail;
- Provide a detailed statement describing the ability of the offeror to meet the requirement including, descriptions of planned approaches and schedules;
- Provide a detailed statement describing mechanisms, if any, which offer enhanced value and/or capability and/or which reduce performance risk. Include why the offeror believes these areas offer enhanced value and/or capability and/or reduce performance risk; and
- Provide full supporting reference(s) to documentation with which to substantiate the offeror's claim, when applicable. All references shall include page and paragraph citations.

The required organization and format of an offeror's proposal response is illustrated below:

Example

C.5.6.5.2 Operation After Emergencies

The contractor shall ensure operation of all elevators and related equipment at the conclusion of any emergencies such as, but not limited to, fires, fire drills, accident and rescue operations, strikes, civil disturbances, natural disasters, utility service outages, military contingency operations, etc.

Response: [offeror's response] The offeror shall indicate concurrence with the requirement and provide in narrative form the offeror's understanding of this requirement and details of how the requirement will be accomplished.

Reference(s): [XYZ] manual, Page 23, Para. 3, Emergency Operating Plan

.8 Some of the requirements in Section C may not require substantiation through reference to technical documentation or manuals. For these requirements, the offeror shall state "N/A" (not applicable) in the Reference(s) block.

.9 Offerors are reminded that no price data associated with meeting the requirements of this solicitation shall be included in the technical proposal. All such pricing data shall be placed in Volume II, Price Proposal.

L.8.3 Tab B - Factor II - Technical Approach

The offeror shall provide narrative which guides the evaluators to areas in Tab A which the offeror believes offers the government enhanced value and/or lower risk. This information may be displayed in the form of a table which cross-reference the benefit offered to the associated area in the request for proposals.

L.8.4 Tab C - Factor III - Management Plans

The offeror shall provide detailed information on all on-site management plan information. The actual full plans are not required, but the offeror shall provide information in sufficient detail to convince the government that the offeror fully understands the requirement and will be able to perform. Information may be provided in the form of draft plans, outlines, diagrams, and/or narratives which, at a minimum, address the following:

.1 **On-site Management Structure** – The offeror's response must address the on-site organization the offeror proposes to put in place to perform on-site management and maintenance of this contract including the offeror's chain of command, points-of-contact, problem notification procedures and problem response times, problem escalation procedures, and any other processes or procedures the offeror has in place to facilitate the contract. The offeror shall provide a narrative describing the management approach for accomplishing the work identified in Section C of the RFP, including roles played by any subcontractors proposed in accomplishing the work. This shall include a discussion of the available on-site organizational support such as computers, accounting, printing, communications, etc.

.2 **On-site Staffing Plan** – The offeror's response must address the personnel resources the offeror intends to apply to this contract and how the offeror will ensure the contract continues to be

SECTION L

adequately staffed. This plan shall address the proposed core work force responsible for responding to requests for building services as described in paragraph C.4.3 and related subparagraphs. Section G of this RFP provides information on the key and non-key personnel resources required.

.3 Preventive Maintenance Plans – The offeror's response must address the requirements of paragraph C.5.3 and related subparagraphs, and at the minimum, shall describe the way in which the offeror intends to ensure continued operation of all building equipment and systems, and cyclical refurbishment of non-mechanical components of the building, such as walls, doors, carpets, etc.

.4 Building Service Quality Control Plans – The offeror's response must address the requirements of paragraph C.4.6 and related subparagraphs and at the minimum, shall discuss the policies and procedures for ensuring an ongoing review of the building services and shall describe the methods for inspecting, evaluating the overall quality in the delivery of service, ensuring tenant satisfaction. This discussion shall include how often inspections, evaluations, and quality control checks will occur.

.5 Service Requests Management Planning – The offeror's response must address the requirements of paragraph C.4.3 and related subparagraphs, and at the minimum, shall discuss the policies and procedures for managing service calls and work orders including the methods for tenant representatives and the AOC to interface with the service requests and work order tracking process.

.6 Emergency Operating Plan – The offeror's response must address the requirements of paragraph C.4.4 and related subparagraphs, and at a minimum, shall discuss the policies and procedures for ensuring building operation and safety during adverse weather conditions, periods of civil unrest, or when the building is damaged by fire, flood, or power failures, etc.

.7 Phase-In/Phase-Out Planning - The offeror's response must address the requirements of paragraph C.3.5 and related subparagraphs, and at the minimum, shall discuss the policies and procedures for ensuring a successful contractor transition and start up.

L.8.5 Tab D - Factor IV - Corporate Experience and Past Performance

.1 The offeror shall provide a narrative describing the qualifications and experience of the offeror (as a firm) and any proposed subcontractors in performing tasks similar to the work described in Section C of the RFP; their corporate structure which supports the contract; their corporate plan for interfacing with on-site management, subcontractors and tenants. Their Problem Escalation procedures at the corporate level (including response times to issues). The offeror shall provide descriptions of current or recently completed contracts performed by the offeror, and any proposed subcontractors, from within the past five (5) years, which shall include descriptions of successfully managed contracts for at least three (3) comparable projects performed within the past five (5) years. The contracts must be relevant to the services discussed in Section C of this solicitation. Each of the contracts must have been for a different building and for a different government agency or corporate client, no two contracts can be for the same agency/company. Each project description shall include at a minimum the following information:

- Government or commercial contracting activity, address, and telephone number;
- Procuring Contracting Officer's name and telephone number;
- Government or commercial contracting activity technical representative, or COTR, and telephone number;
- Government or commercial contract administration activity, and the name and telephone

- number of the Administrative Contracting Officer;
- Contract number;
- Contract award date;
- Contract type;
- Awarded price/cost;
- Final, or projected final, price/cost;
- Original delivery schedule;
- Final or projected final, delivery schedule;
- A narrative explanation on each previous project/contract listed describing the size of the building, objectives achieved and any cost growth or schedule delays encountered. For any government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract(s) listed and a description of any corrective action by the offeror or proposed subcontractor.
- A table or chart which cross-references the type of work performed on the contract with the requirements identified in section C of the request for proposals.
- Identify in specific detail for each previous project/contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation;

.2 For each project description provided pursuant to Section L.8.5 above, the offeror and each proposed subcontractor shall request that its customer complete the Past performance Questionnaire furnished with this solicitation and return it to Mr. Patrick G. Hunt at phunt@aoc.gov by no later than the due date for this submission of proposals for this solicitation.

.3 The offeror shall also provide the above required information for any and all contracts it has had terminated in whole or in part, during the past three (3) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort. Also, for each terminated contract, the offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

L.8.6 Tab E - Factor V - Key Personnel

.1 The offeror shall provide narratives describing the qualifications and experience of the key personnel in managing and performing services relevant to the work identified in Section C. **The narratives should cross reference the skills, education and experience of the proposed key personnel, as described in their resumes, to the requirements of Section C, and the descriptions of duties and desired and minimum qualifications set forth in Article G.4 The narratives and resumes must provide convincing evidence that the proposed key personnel possess the skills and experience to perform the requirements of Section C.** Additionally, the offeror shall provide a listing of all job categories of non-key personnel that will be required to accomplish the work identified in Section C with the number of personnel in each job category and a position description of each category.

.2 Qualifications and Experience of key personnel in managing and performing services relevant to the work identified in Section C:

- .1 Property Manager – The offeror shall provide a narrative describing the

qualifications and experience of the offeror's proposed property manager in managing work similar to that described in Section C of the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the property manager as it relates to Section G, paragraph G.4 shall be provided.

.2 On-site Operations and Maintenance Supervisor (Chief Engineer) – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed Chief Engineer in managing work similar to that described in Section C.5 of the RFP and how that experience relates with the work requirements. A resume which add Identify in specific detail for each previous project/contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation; resses the experience and education of the Chief Engineer as it relates to Section G, paragraph G.4 shall be provided.

.3 On-site Electrician – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed Electrician in managing and and all electrical work requirements described in the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the Electrician as it relates to Section G, paragraph G.4 shall be provided.

.4 Custodial Supervisor – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed Custodial Supervisor in managing work similar to that described in Section C.6 and C.7 of the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the Custodial Supervisor as it relates to Section G, paragraph G.4 shall be provided.

.5 Tenant Project Manager – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed Tenant Project Manager in managing work similar to that described in Section C.12 of the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the Tenant Project Coordinator as it relates to Section G, paragraph G.4 shall be provided.

.6 On-site Security Manager – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed On-site Security Manager in managing work similar to that described in Section C.13 of the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the On-site Security Manager as it relates to Section G, paragraph G.4 shall be provided.

.7 Lead Security Officers – The offeror shall provide a narrative describing the qualifications and experience of the offeror's proposed Lead Security Officers in managing work similar to that described in Section C.13 of the RFP and how that experience relates with the work requirements. A resume which addresses the experience and education of the Lead Security Officers as it relates to Section G, paragraph G.4 shall be provided.

.3 Individual resumes shall include at a minimum the following:

- Full name;
- Title;
- Education (including degrees awarded, field of study, location, and year)

- Chronological work experience that substantiates by involvement and duration the skill positions and services that they are being proposed for, including company name and phone number of immediate supervisor for each;
- A brief narrative relating the qualifications and experience in managing and performing services relevant to the effort required in Section C;
- Affiliations with professional organizations;
- Individual's relevant licenses and certifications;
- A dated and signed statement by the individual certifying that the information of the resume is true and accurate.

L.9 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES

.1 A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price for all CLIN's in the schedule, to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

.2 In addition, the **Representations and Certifications**, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

.3 The Price Proposal will be submitted with the required documents in the following order:

.1 **Tab A: "SOLICITATION, OFFER, AND AWARD" FORM** (original signature required in Block 15);

.2 **Tab B: Section B - The "SCHEDULE"**

.1 All information regarding prices, including pricing tables, shall be logically enclosed in this volume. Offerors are required to submit their completed price proposal consisting of the following items under the tabs indicated.

.2 Offeror is required to submit a response to the Price Tables contained in Section B of the Solicitation Document. These Price Tables must contain all the costs pertinent to the required services.

.1 The Schedule of Items shown in Section B.5 is in a Microsoft Excel 2002 spreadsheet file.

.2 In the Price Proposal, the offeror **must submit all basic price data on electronic media in the format set forth in the Government supplied Microsoft Excel 2002 spreadsheet file**. The electronic copy of this portion of the Price Proposal shall be submitted on a CD-ROM. Only one CD-ROM is required.

.3 The offeror shall **also submit** as part of its proposal, a **printed copy of the Spreadsheet**. This should be printed from the CD-ROM that is submitted as part of the proposal. In case

SECTION L

of a discrepancy between the printed copy and the electronic copy of the proposed prices, the electronic copy will be presumed to be correct.

.4 Offerors must **enter the following data** in the Government supplied Microsoft Excel 2002 spreadsheet and submit the completed spreadsheet as part of their bid.

.1 The **name of the entity** submitting the proposal in the cell at the top of the spreadsheet labeled "Offeror's Name".

.2 The **date of their offer** in the cell at the top of the spreadsheet labeled "Date:".

.3 **Unit prices only for all contract line items and subline items for all years** as indicated in the schedule. **Do NOT enter any data in the Total Price columns** of the Excel spreadsheet. The spreadsheet will automatically calculate the amounts, subtotals and totals. If there is no price associated with an item, N/C (No Charge) shall be inserted in the unit price columns. In the event there is a discrepancy between a unit price and the extended total amount, the unit price will be held to be the intended offer, and the totals will be re-computed accordingly.

.5 If an offeror finds a need for additional rates or labor categories in Items 0x11 or 0x12, they should add subline items for those rates or labor categories. Rows should be added to the spreadsheet above the affected subtotal for this purpose. In such cases, the offeror shall either apportion the Government's estimated man hours among the various related proposed rates in accordance with the offeror's best estimate of what is typically required, or propose additional man hours. Any proposed additional man hours should be proportional to the Government's estimated man hours for the related labor categories. The proposal must include a narrative description of added subline items and the detailed rationale for any additional and/or apportioned man hours. The Government will review the rationale for the proposed apportionment and will evaluate the price proposal using man hours or composite rates that we determine to be the most realistic.

.6 Offerors must NOT make any changes to the Government supplied Microsoft Excel 2002 spreadsheet other than those required or allowed in paragraphs L.9.3.2.4 and L.9.3.2.5 above. Offerors must NOT change ANY data in any cell of the Government supplied Microsoft Excel 2002 spreadsheet except as authorized in paragraphs L.9.3.2.4 and L.9.3.2.5 above.

.7 For pricing purposes, offerors should **assume a contract award date of August 31, 2006 with performance to commence October 1, 2006.**

.8 CLIN 0013, with the estimated direct material costs amount provided, shall be included in each offeror's proposed price and is for evaluation purposes only. This figure is already entered in the Government furnished Microsoft Excel 2002 spreadsheet file and shall not to be altered by the offeror.

.9 Separate Firm-Fixed-Prices shall be submitted for the base year and all of the four option years. All pricing shall be fully burdened and shall include all general, administrative and overhead expenses, and profit. Failure to provide prices for all items will be cause for rejection of offer.

.3 Tab C: Section K - The **"REPRESENTATIONS AND CERTIFICATIONS"**.

SECTION L

(End of article)

L.10 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (AOC) (MAY 99)

L.10.1 The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under Article I.39

L.10.1.1 The solicitation number

L.10.1.2 The offeror's name and remittance address, as stated in the bid.

L.10.1.3 The signature (manual or electronic as appropriate) title, and telephone number of the Offeror's official authorized to provide this information.

L.10.1.4 The name, address, and 9-digit Routing Transmit Number of the offeror's financial agent.

L.10.1.5 The offeror's account number and the type of account (checking, savings, or lockbox).

(End of provision)

L.11 MINIMUM OFFER ACCEPTANCE PERIOD

L.11.1 Offers submitted in response to this RFP must be valid and binding for a period of at least 120 calendar days.

L.12 PRE-PROPOSAL MEETING AND SITE VISIT

L.12.1 It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Failure to take these precautions will in no way relieve the successful offeror from the obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

L.12.1.1 A pre-proposal meeting will be conducted at the **Thurgood Marshall Federal Judiciary Building, Federal Judiciary Center Auditorium, Room C416**, Washington, D.C. for all prospective offerors on **May 11, 2006 from 1:00 pm until approximately 3:00 pm, local time**.

L.12.1.2 The Government will conduct a building survey(s) following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning **Linda Round at 202-502-2087**. Depending on the number of firms requesting to attend a building survey, it may be necessary to conduct the survey in multiple groups with some groups on later days. Participation in the building survey will be limited to three persons per firm. **The name and title of each individual of the firm that will be attending the site visit shall be provided via e-mail to Linda.Round@ao.uscourts.gov by noon on Monday May 8, 2006**, for proper clearance into the TMFJB. The planned agenda for the building survey is shown in the attachment listed in Section J as "TMFJB Site Walkthru".

L.12.1.3 Offerors are encouraged to **submit all questions via e-mail to Mr. Patrick G. Hunt**

SECTION L

at phunt@aac.gov by NOON on May 8, 2006. Questions will be considered at any time prior to or during the conference. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

L.12.1.4 Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

L.12.1.5 **Record Data:** The data listed in Attachment 3 will be available for review by potential offerors in room C726 of the TMFJB. Those wishing to review the data must make arrangements to gain access to the room by calling **Linda Round at 202-502-2087 or Beverly Ruffin at 202-502-1222.**

(End of provision)

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD
TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>ARTICLE NAME</u>	<u>PAGE NO.</u>
M.1	PROPOSAL EVALUATION CRITERIA SOURCE SELECTION PROCEDURES	2
M.2	RATING CRITERIA FOR THE TECHNICAL EVALUATION FACTORS	4
M.3	EVALUATION OF OPTIONS	4
M.4	CONTRACT AWARD - SOURCE SELECTION PROCEDURES	5

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA - SOURCE SELECTION PROCEDURES

(a) The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled "INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL- SOURCE SELECTION PROCEDURES" and the article entitled "INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL - SOURCE SELECTION PROCEDURES" in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase.

(b) **TECHNICAL CRITERIA.** Each offeror's proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical Factors and Sub-factors are considered equal in importance:

(1) **Tab A Response to minimum mandatory requirements described in Section C:** Responses to Minimum mandatory requirements will be evaluated to determine if the proposed plans meet the requirements and provide an acceptable value to the Government. Higher scores will be given to those offerors whose plans provide a higher value and less risk to the Government.

(2) **Tab B Technical Approach.** The offeror's technical approach will be evaluated to determine if the proposed plans, methods, and procedures to be used to manage and maintain the TMFJB are efficient and effective, and comply with solicitation requirements and will ensure the successful completion of the work. Higher scores will be given to those offerors whose technical approach is evaluated as thorough, comprehensive, and effective and whose quality assurance plan assures consistent high quality products across the total contract production.

(3) **Tab C Management Plans:** Evaluation of the Management Plan subfactors is intended to identify those offerors with the knowledge, expertise, experience, resources and best management practices and procedures to fulfill the requirements of the contract. Proposal will be evaluated to determine the degree to which the offeror's Management Plans offers enhanced value or lower risk to the Government. In addition, proposals will be evaluated to determine whether, and the extent to which the offeror has proposed an on-site staffing mix with satisfactory experience (including experience working on comparable projects), education, knowledge and capability to perform work requirements. Has proposed an organizational structure and management that clearly demonstrates that functions and relationships are logically and clearly defined; that on-site managers have adequate authority to effectively manage the project; and that adequate support is available from the home office when needed. Has provided a detailed narrative describing the proposed management system which demonstrate that adequate methods are in place to ensure that high levels of quality and cost control will be maintained. Has described in detail your firm's subcontractor selection and management process; has described the work that will be performed by the offeror and work that will be performed by the subs; has described, in detail, how your firm ensures that each subcontractor has the relevant experience for this project; and has provided criteria used in awarding

subcontracts. Has described your firm's subcontractor management structure and the level of corporate oversight; has discussed processes which will be used to ensure consistent satisfactory performance of subcontractors; and has provided the names and qualifications for various subcontractors, as applicable. Has described on-site subcontractor management with respect to work schedules, safety and training requirements, request for building services and quality of work. The offeror's management plans will be evaluated to determine if all plans are addressed and that all proposed plans fully meet the requirements of the solicitation. That the offeror proposes an organizational structure that ensures adequate management of all work. That the offeror provides an acceptable executive summary reflecting key management functions and authority. That the Quality Control plan demonstrates corporate commitment to high quality management services. Higher scores will be given to those offerors whose management plans are evaluated as thorough, comprehensive, and effective.

(4) **Tab D Corporate Experience and Past Performance.** Proposals will be evaluated to determine whether, and the extent to which, the offeror and its proposed subcontractors have demonstrated current, or recently completed, comparable contracts within the past five (5) years. The degree of comparability of the offerors' projects to the project covered by this solicitation will be determined based on their relative size, scope, complexity and the existence of characteristics identified in Section C of this solicitation. Higher scores will be given to offerors whose experience in the management and maintenance of a Building and Operations Management Association (BOMA) Class A building with "... high quality standard finishes, state of the art systems, and a definite market presence..." indicates a high degree of owner satisfaction. Proposals and Past Performance Questionnaires received from customer references will be evaluated to determine whether, and the extent to which, the offeror and its proposed subcontractors have demonstrated a satisfactory record of conforming to contract requirements and to standards of good workmanship; a satisfactory record of forecasting and controlling cost; a satisfactory record of completing contracts schedules, including the administrative aspects of performance; a satisfactory history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, evidence of a business-like concern for the interest of the customer. It is the offeror's responsibility to ensure that Past Performance Questionnaires are completed and timely submitted by customer references, and that correct names, addresses and phone numbers are provided in the proposals for each reference. An offeror will not be penalized in the evaluation with an unfavorable rating for the failure of its customer references to complete and submit the Past Performance Questionnaires. The government may contact offeror customer references or use other references/information to verify past performance.

(5) **Tab E Key Personnel:** The resume of your proposed Key Personnel will be evaluated to determine the level of his/her qualifications to perform the duties required by this solicitation. Higher scores will be assigned to those offeror's whose proposed personnel have the most relevant education, training, skills and past experience. The resumes will also be evaluated to determine the extent of successful participation in similar projects within the past five years, taking into consideration degree of client satisfaction for each project. Higher scores will be given to offerors whose key personnel's relevant experience is extensive and whose past performance has been highly successful.

©) **PRICE CRITERIA.** The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measure not only actual dollars but also analyze the realism and reasonableness of the Offeror's proposed price and its position in the range of all prices.

M.2 RATING CRITERIA FOR THE TECHNICAL EVALUATION FACTORS

The following descriptive adjectival ratings will be used when evaluating the technical proposals:

OUTSTANDING: Very comprehensive, in-depth, clear response. The offeror has demonstrated an approach which significantly exceeds stated requirements in a beneficial way. Consistently high quality performance can be expected.

EXCELLENT: Extensive, detailed response to all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than high performance might be expected.

ACCEPTABLE: The offer has demonstrated an approach which is considered to meet the stated requirements and demonstrated a good probability of success. There is an average risk that this offeror would fail to meet the quantity, quality, and schedule requirements of the solicitation. Weaknesses are not major.

MARGINAL: The offeror has demonstrated an approach which does not meet all the stated requirements. The response is considered marginal in terms of the basic content and amount of information provided. There is a low probability of success. Although considered marginal because of deficiencies, they are susceptible to being made acceptable through discussions.

UNACCEPTABLE: The offeror has demonstrated an approach which significantly fails to meet the stated requirements. What was submitted lacks essential information or is conflicting and unproductive. There is no reasonable likelihood of success; deficiencies are so major or extensive that a major revision to the proposal would be necessary.

M.3 AOC52.217-1 EVALUATION OF OPTIONS (NOV 2003)

Except when it is determined not to be in the Government's best interest, the Government will evaluate offers for award purposes by adding the total price for the selected options which include Line Item 0010 through 0414 to the total price which includes the lump sum price, the line item pricing and the unit pricing. The estimated quantities given under the unit prices are for informational purposes only to provide the Government a price for evaluation purposes. Evaluation of options will not obligate the Government to exercise the options.

(End of provision)

M.4 AOC52.215-5 CONTRACT AWARD - SOURCE SELECTION PROCEDURES (JUN 2004)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may—

- (1) Reject any or all offers if such action is in the public interest;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities and minor irregularities in offers received.

©) The Government intends to evaluate proposals and award a contract without discussions with

offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(d) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (d) of this provision), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

END OF SECTION M

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.	PROJECT NO.	PAGE OF 1 185 PAGES
1. CONTRACT NO.	2. SOLICITATION NO. RFP 060101	3. TYPE OF SOLICITATION SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)	4. DATE ISSUED May 31, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515		6. ADDRESS OFFER TO: See Article No. L.1 of Section L (INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS)		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
SUBJECT: FACILITIES MAINTENANCE OF THE THURGOOD MARSHALL FEDERAL JUDICIARY BUILDING				

SOLICITATION

7. Sealed offers in original and <u>SEE L. 3</u> for complete number of copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, July 6, 2006 CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: PATRICK HUNT	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-1933

9. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	29
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	20	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	79	X	J	LIST OF ATTACHMENTS	2
X	D	PACKAGING AND MARKING	-	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	8
X	F	DELIVERIES OR PERFORMANCE	7				
X	G	CONTRACT ADMINISTRATION DATA	17	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	15
X	H	SPECIAL CONTRACT REQUIREMENTS	-	X	M	EVALUATION FACTORS FOR AWARD	5

OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SCA NO: 94-2103 REV-34 ISSUED 05/23/2005

WAGE DETERMINATION NO: 94-2103 REV (34) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2104

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2103
Director	Wage Determinations	Revision No.: 34
		Date Of Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11

01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.91
07010 - Baker	12.25
07041 - Cook I	11.53
07042 - Cook II	12.79
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55

09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.97
11270 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71

15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	19.05
21030 - Material Expediter	19.05
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	16.04
21080 - Production Line Worker (Food Processing)	15.93
21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98

23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54

29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (a numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. A operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the term of the Government contract, by the contractor, by law, or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorize representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a repor of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process t request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

□

TMFJB CAFETERIA EQUIPMENT		Amendment No. 002, Attachment J.15
QTY	MANUFACTURER	ITEM/DESCRIPTION
1	American Beverage	Coffee Urn
3	AMF Wyott	Condiment Dispenser Unit
1	BK1 Standex	Rotisserie
1	Blodgett	Convection Oven
1	Bunn	Ice Tea Maker
2	Copeland	Refrigeration System, +35 F
2	Copeland	Refrigeration System, 0 F
2	Copeland	Refrigeration System, - 10 F
2	Cuisinart	Toaster
1	Custom Fabricated	Vertical Compressor Rack
LOT	Custom Fabricated	Corner Guard
1	Custom Fabricated	Wall Shelf
1	Custom Fabricated	Pot Sink
1	Custom Fabricated	Mobile Pot Rack
4	Custom Fabricated	Worktable
2	Custom Fabricated	Utensil Rack (Ceiling Mounted)
1	Custom Fabricated	Wall Shelf with Utensil Rack
1	Custom Fabricated	Prep Sink with Shelf
1	Custom Fabricated	Work counter with sink
1	Fiat	Janitor's Sink
1	Follet	Ice/Soda Dispenser
1	Franklin	Pass-thru Food Warmer
1	Frymaster	Fryer Battery with Filter
2	Gaylord	Exhaust Ventilator
2	Gaylord	Ventilator Control Cabinet
2	Gaylord	Fire Suppression & Hood Cleaning Sys.
1	Greitzer	Soiled Tray Drop-off Window
1	Greitzer	Soiled Tray Conveyor/Dishable
1	Groen	Tilting Fry Pan
1	Groen	Convectio Steamer with Kettle
1	Halco	Booster Heater

1	Hatco	Fryer Dump Station
1	Hatco	Pizza Display case
1	Hobart	Mobile Equipment Stand
1	Hobart	Slicer
1	Hobart	Mixer
1	IMC Teddy	Floor Grate and Pan
17	Inter Metro	Walk-in Shelving
2	Inter Metro	Dunnage Rack
11	Inter Metro	Dry Storage Shelving
2	Inter Metro	Storage Shelf
2	Jet Spray	Juice Dispenser
2	Kenco	Water Station
1	Manitowac	Ice Maker and Bin
2	NIKEC	Scale
2	Oasis	Water Chiller
1	Rotot-Coup	Food Processor
2	Royal	Air Screen Refrigerator/Freezer
2	Rubbermaid	Trash Container
3	Rubbermaid	Ingredient Bin
1	Salvajor	Waste Disposer w/Control Panel
1	Salvajor	Disposer with control
2	Seco	Hand Sink
1	Seco	Silver Soak Sink
1	Seco	Warewasher
1	Servolift Eastern	Bag-in Box Rack
1	Sharp	Microwave Oven
6	Shelley	Tray Dispenser
3	Shelley	Heated Plate Dispenser
4	Shelley	Plate Dispenser
1	Shelley	Heated Bowl Dispenser
1	Shelley	Heated Cup Dispenser
2	Shelley	Heated Plate Dispenser
6	Shelley	Disposable Cold Cup Dispenser
2	Shelley	Mug Dispenser
6	Shelley	Disposable Hot Cup Dispenser
2	Shelley	Disposable Plate Dispenser
2	Shelley	Plate Dispenser

5	Shelley	Disposable Cup Dispenser
1	T&S	Janitor's Faucet
1	T&S	Pre-Rinse Unit
1	T&S	Hose Reel
1	Thermo-Kool	Walk-in Refrigerator/Freezer Complex
1	Trausen	Reach-in Refrigerator/Freezer
1	Trausen	Roll-in Refrigerator
1	Vulcan	Range
1	Vulcan	Spreader Cabinet
3	Wells	Hot Food Wells
1	Wells	Griddle
1	Wells	Fryer
2	Wells	Soup Well
5	Wells	Hot Food Wells
1		Microwave Shelf

ATTACHMENT NO. J-27

INCUMBENT CONTRACTOR LISTING:

CONTRACTOR

POC/TELEPHONE

Prime: Consolidated Engineering Services
2345 Crystal Drive
Suite 1000
Arlington, VA 22202

Michael Rodgers/VP - 703-553-7500

Elevator

Sub: Elevator Control Service
8231 Penn Randall Place
Upper Marlboro, MD 20772

Leslie P. Crierie/VP, Operations
301-568-9300

Water Treatment

Sub: Tricon Chemical Corp.
8140 Cryden Way
Forestville, MD 20747

Ira A. Moss/President
301-420-8506

Pest Control

Sub: Owl Pest Prevention
5544 Tuxedo Road
Hyattsville, MD 20781

Stuart M. Fain/President
301-773-0400

Interior Plant

Sub: Interior Landscapes, Inc.
9574 Cissell Avenue
Laurel, MD 20723

Sandra Mobley/President
301-498-5028

Exterior Landscaping &
Grounds Maintenance

Sub: The Brickman Group, Ltd.
2630 Spencerville Road
Burtonsville, MD 20866

Gregory Lewandowski/Branch Mgr.
301-421-4100

Waste Services

Sub: BFI Waste Services, LLC
300 Ritchie Road
Capitol Heights, MD 20743

Christian F. Qualls/Direct Sales Rep.
301-324-3490

Electrical Services

Sub: Combustioneer Corporation
643 Lofstrand Lane
Rockville, MD 20850

Robert W. Perrow/Director, Elec. Div.
301-340-2290 or 240-453-8099

PM & Repair of Energy

Mgmt. Control Sys.

Sub: Capron Company, Inc.
411 N. Stonestreet Ave.
Rockville, MD 20850

Larry Taylor/Mgr. Of Service
301-424-9500

Maint. & testing of Fire Alarm,
Sprinkler, Fire Pump & Extinguisher

Sub: Guardian Fire Protection Services, Inc.
227 East Deer Park Drive
Gaithersburg, MD 20877

Robert L. McCormick, Jr./Acct. Rep.
301-840-7100

Security Services

Sub: Vance Uniformed Protection Services, Inc.
10467 White Granite Drive
Oakton, VA 22124

Obie R. Moore, III/Sr. VP
703-218-4237

Janitorial Services

Sub: Mister Kleen
7302 Beulah Street
Alexandria, VA 22315

Dianna Clark/VP & Director of Operations
703-719-6900

**LANDSCAPE REQUIREMENTS
LANDSCAPE MAINTENANCE**

FUNCTION	FREQUENCY (PER YEAR)
Tall Fescue Mow	40
Edge Turf Bedlines	20
Edge Turf Hardlines	20
Tall Fescue Overseeding	1
Turf Fertilization	3
Turf pH Adjustment	1
Turf Insect/Disease Control	18
Turf Irrigation Inspection and Management	40
Turf Weed Control	40
Turf Monofilament Trim	40
Top Dress Turf	2
Shrub/Groundcover Trim	9
Shrub/Groundcover Fertilization	2
Shrub/Groundcover pH Adjustment	1
Shrub/Groundcover Insect/Disease Control	18
Shrub/Groundcover Bed Weed Control	40
Tree Pruning	9
Tree Fertilization	2
Tree Insect/Disease Control	9
Daily Debris Disposal	250
Weekly Debris Disposal	52
Weed Control	40
Leaf Collection	5

SEASONAL COLOR INSTALLATION

FUNCTION	SIZE
Spring	4"
Summer	4"
Fall	4"
Winter	4"
Holiday Poinsettia	6"
Window Sill Planters	20"

SEASONAL COLOR/PERENNIAL MAINTENANCE

FUNCTION	FREQUENCY (PER YEAR)
Seasonal Color Bed Preparation	4
Seasonal Color Deadheading	26
Seasonal Color Pruning	26
Seasonal Color Fertilization	4
Seasonal Color Insect/Disease Control	26
Seasonal Color Watering	As Needed
Seasonal Color Bed Weed Control	26
Perennial Care	As Needed

Note 1: Contractor shall be responsible for pricing installation of four (4) annual rotations.

Note 2: All annuals shall be container-grown Grade "A" plants with multiple blooms at the time of installations.

Note 3: All prices shall include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants shall be in bloom at the time of planting.

Note 4: Specific colors and varieties shall be mutually agreed upon prior to installation.

Note 5: contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

- Distance away from curbs, turflines, etc.
Annuals 10"
- On Center (o.c.) Spacings
Annuals 6"

TREE AND SHRUB BED MULCH

Material of Function: Hardwood Mulch, Trenching (First, Trenching (Second): Contractor shall be responsible for measuring and confirming the quantity of hardwood mulch, with one complete application per year to a total depth of two (2) inches.

CONTRACTOR MAINTAINED TELEPHONES

Security Guard Phones

9 lines

Post 6 - Atrium
Post 7 - South desk - 2 phones/lines
Post 1 - North desk - 2 phones/lines
Post 4 - Loading Dock
Security Manager's office
Security Fax Line
Security Break Room

Pay Phones

5 lines

Building System Phones

6 lines

USCP Hot Line
Fire Control Room
DataWatch Modem
Fire Control Room/Shop
Elevator Phones
EMS Modem

INTERESTED PARTIES LISTING

Updated as of 5/18/2006

RFP No. 060101, Amendment No. 002, Attachment J.32

COMPANY	PHONE NUMBER	ADDRESS	WEB/E-MAIL ADDRESS
<u>Angel Systems Inc.</u>	301-994-2829	P.O. Box 304 20775 Old Great Mills Rd. Great Mills, MD 20634	www.angelsystems.com
<u>American Cleaning Enterprises, Inc.</u> William E. Holmes/Vice President, Sales & Mktg.	703-413-3426 703-413-0938	241 18th Street, Suite 506 Arlington, VA 22202	www.ace-corp.com bholmes@ace-corp.com
<u>Centurion Research Corporation</u> Chris Halacy		14900 Bogle Drive Suite 100 Chantilly, VA 21051	
<u>CMI Management, Inc.</u> Abe Abraham/President/CEO Richard, Pittinger/Facilities Services Business Development Director	703-738-5312 703-256-9332 (F)	5285 Shawnee Road Suite #401 Alexandria, VA 22312	www.crimgmt.com abe.abraham@crimgmt.com
<u>Complete Building Services</u> Ian Hada/Business Development John Pawulak/Senior Vice President Eric Strack/Operations Manager	202-625-4239 202-342-5199 (F)	2101 Wisconsin Avenue, NW Washington, DC 20007	ianh@donohoe.com
<u>Elcon Enterprises, Inc.</u> T/A Elevator Control Service Leslie P. Crierle/VP Operations	301-568-9300 301-735-9566 (F)	8231 Penn Randall Place Upper Marlboro, MD 20772	les@elevatorcontrolservice.com
<u>Jones Lang LaSalle Americas, Inc.</u> Benjamin Comm/Sr. VP, Regional Manager Lee Dunfee/Senior Chief Engineer Raymond S. Hodges/Senior Vice President Robert Potterton/Senior Vice President	312-228-2351 312-601-1997 (F) 202-478-8659 703-269-0525	1717 Pennsylvania Ave., N.W. Washington, DC 20006 8484 Westpark Drive McLean, VA 22102	www.jll.com benjamin.comm@am.jll.com
<u>Roy Jorgensen Associates, Inc.</u> Jack Jorgensen, VP Tony Freeman, Business Development	301-874-2876 (F) 301-831-1000 678-344-2305	3735 Buckeystown Pike Buckeystown, MD 21717	jack.jorgensen@royjorgensen.com Tony_Freeman@royjorgensen.com

509-693-2598 (F)

Magic Brite Janitorial

702-457-4420

Olympus Building Services, Inc.

Anthony Hipple/President

Keith Mowen/Business Development Manager

215-862-5066 x 102

215-862-7066 (F)

www.olympusbuildingservices.com

Park Tower Management, Ltd.

Stephen House/Business Development Manager

Ray Tocci/Senior, VP & Director of Operations

James Swartz

212-310-9776

212-319-7181 (F)

571-332-8796 (M)

703-729-1033 (F)

499 Park Avenue

27th Floor

New York, NY 10022

www.parktowergroup.com

LMacMahon@parktowergroup.com

shouse@covad.net

P and P Contractors

Mark Blottie

321-779-4878

P&R Enterprises, Inc.

Carlos Sanchez/President/Chief of Operations

Rit Thompson/VP/CEO

703-931-1097

703-202-437-4279 (M)

703-842-8615 (F)

5681 Columbia Pike

Falls Church, VA 22041

rit@p-and-r.com

Premier Landscapes, Inc.

Pat Cullen

Brett Stevens

301-384-1900

301-384-7080 (F)

301-674-3524 (M)

3838 Bell Road, P.O. Box 188

Burtonsville, MD 20866

www.premierlandscapes.com

pcullen@premierlandscapes.com

Securiguard, Inc.

Charlie Boring/Director of Strategic Development

Roger Bruley/Cost Analyst

Monica McMillan/Business Development Specialist

703-821-6777

703-790-1696 (F)

6858 Old Dominion Drive

Suite 307

McLean, VA 22101

www.securiguardinc.com

sgimmcmillan@aol.com

Sanitors Services, Inc.

John Etzen

Victor A. Santos/Director of Operations

301-731-5330

301-731-6077 (F)

703-927-1231 (M)

vsantos@sanitorsinc.com

Startech

Ann Messner

703-652-7225

443-929-1204 (M)

5501 Backlick Road, Suite 200

Springfield, VA 22151

annm@startech-services.com

TMC Services

Joseph Aidala/Marketing Director

Art Kalpin/Vice President of Operations

973-740-0032

973-740-9261 (F)

81 Dorsa Avenue

Livingston, NJ 07039

www.tmcinc.com

akalpin@tmcinc.com

jaidala@tmcinc.com

Trammell Crow Company

Bill Jenkins/Director, Govt. & Public Sector Svcs.
Mark Polhemus/Director of Engineering Services
James Butler/Sr. Assoc., Govt.&Public Sector Sol.
Thomas Spiegel/Vice President, Property Mgmt.

202-295-3370
202-298-8123 (F)
410-980-8836 (M)
202-295-3329
1055 Thomas Jefferson St. NW
Suite 600
Washington, DC 20007

www.trammellcrow.com
bjenkins@trammellcrow.com
jbutler@trammellcrow.com

UNICCO Services Co.

4100 North Fairfax Drive
Suite 750
Arlington, VA 22203

U.S. Facilities, Inc.

Wendell Ashley/U.S. Facilities Inc. Advisor
William McAfee/VP Business Development
Robert Nettleship/Sr. VP, Business Operations

301-316-4850
301-316-4852 (F)
202-549-8515 (M)
5801 Allentown Rd.
Suite 309
Suitland, MD 20746

www.usfacilitiesinc.com
whmusf@aol.com

Wackenhut Services, Inc.

Terry L. Clayton/Director, Marketing & Proposal
Development

561-351-3693
561-472-3679 (F)
7121 Fairway Drive
Suite 301
Palm Beach Gardens, FL 33418

www.wackenhut.com

Jeremy Harman/RBOS Program Manager
Albert League/Deputy GM, National Capitol Region
Nick Voudouris/DIA Facility Manager

ATTACHMENT NO. J-29
COLLECTIVE BARGAINING AGREEMENTS

COLLECTIVE BARGAINING AGREEMENT

by and between

CONSOLIDATED ENGINEERING SERVICES, INC.

and

**LOCAL 99-99A, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

for

Thurgood Marshall Building

Term of Agreement

August 13, 2002 to September 30, 2007

Table of Contents

ARTICLE I--UNION REPRESENTATION AND MEMBERSHIP	1
Section 1.1. Union Representation.....	1
Section 1.2. Jurisdiction.....	2
Section 1.3. Membership.....	2
Section 1.4. Good Standing.....	2
Section 1.5. New Hires.....	2
Section 1.6. Operation and Repair	2
Section 1.7. Duties/Classifications	3
Section 1.8. Union Access.....	4
Section 1.9. Membership Notification.....	4
Section 1.10. Part-Time Employees	4
 ARTICLE II--WAGES, HOURS AND OVERTIME	 5
Section 2.1. Wages	5
Section 2.2. Hours of Work	5
Section 2.3. Work Week	5
Section 2.4. Work Schedules.....	5
Section 2.5. Operating Hours.....	5
Section 2.6. Work Week Definition	5
Section 2.7. Four-Day Workweek	6
Section 2.8. Call Back	6
Section 2.9. Overtime Restrictions	6
Section 2.10. Work Performed in Higher Classification	7
 ARTICLE III--VACATIONS, HOLIDAYS AND SICK LEAVE	 7
Section 3.1. Vacation/Full-Time Employees.....	7
Section 3.2. Vacation and an Incumbent Contractor	7
Section 3.3. Vacation Accrual	7
Section 3.4. Recognized Holidays	8
Section 3.5. Personal Holidays.....	8
Section 3.6. Sick Leave/Full-Time Employees	8
Section 3.7. Proof of Illness	9
 ARTICLE IV--HEALTH, WELFARE & PENSION BENEFITS.....	 9
Section 4.1. Central Pension Fund.....	9
Section 4.2. Health and Welfare	9
 ARTICLE V--ARBITRATION	 10
Section 5.1. Grievances.....	10
Section 5.2. Processing of Grievances.....	10
Section 5.3. Arbitration	10
Section 5.4. Discipline Procedure	11

Section 5.5. Legitimate Causes for Discharge.....	11
Section 5.6. Probationary Period	11
ARTICLE VI--NO STRIKE - NO LOCKOUT	12
ARTICLE VII--UNION DUES CHECK-OFF	12
Section 7.1. Union Dues Check-Off.....	12
Section 7.2. Indemnification.....	12
ARTICLE VIII--NON-DISCRIMINATION.....	12
ARTICLE IX--MISCELLANEOUS	12
Section 9.1. No Side Agreements.....	12
Section 9.2. Military Service	12
Section 9.3. No Reduction in Benefits	12
Section 9.4. Changes in Law	13
Section 9.5. Tools	13
Section 9.6. Jury Duty	13
Section 9.7. Funeral Leave	13
Section 9.8. Orders and Instructions.....	14
Section 9.9. Successorship Clause	14
Section 9.10. Company Policy	14
Section 9.11. Job Postings	14
Section 9.12. Uniforms	14
Section 9.13. JAC Contribution	14
Section 9.15. Employee Qualifications.....	14
Section 9.16. Substance Abuse Policy.....	15
Section 9.17. Entire Agreement	15
ARTICLE X--MANAGEMENT RIGHTS	15
ARTICLE XI--TERM OF AGREEMENT	16
EXHIBIT "A"--	17

AGREEMENT

This Agreement is by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Metropolitan Washington Council, the Maryland State and District of Columbia AFL-CIO and the Virginia State AFL-CIO and the party of the first part (hereinafter referred to as the "Union") and

CONSOLIDATED ENGINEERING SERVICES, INC.
Employer at
Thurgood Marshall Building, Washington, D.C.

Party of the second part (hereinafter referred to as the "Company.")

The Company and the Union hereby agree to be bound by the terms and conditions set forth hereinafter, and further agree that this Agreement shall be binding upon the Company and the Union. For the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Company and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees employed at the Thurgood Marshall Building, Washington, D.C. The Union jurisdiction includes all aspects of the operation, maintenance, and repair of building equipment as delineated in the Company's contract with the Client subject to the following:

- a) Any portion of the responsibilities assigned to the Company by the Client that the Company reserves to management or administrative employees are excluded from the Union's jurisdiction.
- b) The Union recognizes that management and administrative employees may perform work within its jurisdiction in extraordinary circumstances so long as such work does not constitute replacement of existing positions or diversion of new positions outside the Union's jurisdiction.
- c) The scope and duties of the work classifications covered shall be generally as detailed in the position descriptions contained in Section 1.7 of this Agreement. However, the Company shall retain the right to amend position descriptions subject to prior discussion with, and approval of the Union, and limitations established by law.

Section 1.2. Jurisdiction: All employees in positions under the classifications as set forth in Section 1.7 of this Agreement.

Section 1.3. Membership: In accordance with the provisions of the Labor-Management Relations Act 1947, all employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement, as hereinafter set forth, or within thirty (30) days after their employment during the term of this Agreement become members of the Union and retain such membership during the period of this Agreement. This paragraph shall not be applied or deemed effective in the Commonwealth of Virginia nor in any other jurisdiction where its application would be contrary to law.

Section 1.4. Good Standing: Subject to the provisions of the Act, the Company will within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph. This paragraph shall not applied or deemed effective in the Commonwealth of Virginia nor any other jurisdiction where its application would be contrary to law.

Section 1.5. New Hires: Should the Company apply to the Union Business Office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, age, sex, national origin, handicap status as a disabled veteran or a veteran of the Vietnam era or membership, or non-membership in the Union.

The Company agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) days from their dates of employment.

Section 1.6. Operation and Repair: The jurisdiction shall extend over the operations, maintenance and repair (as appropriate) of:

- a. All boilers, their accessories and appurtenances.
- b. All fired or unfired pressure vessels and vacuum systems.
- c. All refrigeration and air conditioning machines and their associated equipment including maintenance and repair of cold storage spaces.
- d. All plumbing and piping including water, gas, heating, steam, and sanitation systems.
- e. All emergency power equipment.
- f. All machinery and equipment used in the production and for health and comfort of the Company's business and personnel.

- g. It is expressly agreed that the jurisdiction of the Union shall include operation and control of equipment connected to the Charles E. Smith Company, Inc. Environmental Control Center. The Company, at its discretion, may use other union or non-union personnel to perform repairs, upgrades, data modification and services as may be required to meet the Government mission.

It is agreed, however, that any part or parts of this jurisdiction of which the Company has a bonafide working agreement with another Union or outside contractor which pre-dates this Agreement, such part or parts shall automatically be deleted from this Agreement.

It is further agreed that any repairs or maintenance, which, in the opinion of the Project Manager or his/her designated representative are beyond the scope of the employees covered herein to perform, are exempted from said jurisdiction. The Union agrees that its members employed by the Company will perform any and all duties required under the terms of the contract for maintenance and operation of the Thurgood Marshall building

Section 1.7. Duties/Classifications: The scope of duties of the classifications in this Agreement shall be as follows:

- a. Chief Engineer – To be responsible to for the safe and efficient operation and scheduled/unscheduled maintenance during their watch of all equipment and systems in their plant as defined in Section 1.6 of this Article.
- b. Engineer/HVAC Mechanic - To be responsible to the immediate supervisor only, for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article. To perform installation, scheduled and unscheduled maintenance and repair of all HVAC equipment as described in Section 1.6 of this Article.
- c. Electrician - Performs all electrical trades functions necessary to install, maintain and repair the fixtures, equipment and systems, described in the contract.
- d. General Maintenance Worker – Perform mechanical tasks and other work as assigned, ensuring all PM and service call schedules are completed on time.
- e. Plumber – To be responsible to the immediate supervisor and only for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article.
- f. Locksmith/Carpenter – Must have through knowledge and skill in locksmithing trade. Must be certified in the appropriate jurisdiction. To install, maintain, fabricate, and repair all doors, locks, interior and exterior finishes, windows and associated equipment.
- g. General Helper/Laborer – Performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience.

- h. Maintenance Helper - Assists and performs tasks to maintain the equipment listed in Section 1.6 of this Article under the supervision of a Maintenance Mechanic, Chief Engineer or Project Manager.
- i. Mail Room Supervisor – Supervise the handling and delivery of mail within the building and assigned areas. Reports to the Project Manager.
- j. Lead Mail Room Clerk – Assist Supervisor and other personnel in the Mail Room. Performs duties as assigned.
- k. Mail Room Clerk – Performs Mail Room duties as assigned by the Lead or Supervisor.

Section 1.8. Union Access: The Business Manager and/or Business Representatives of the Union shall be permitted access to the engine room, boiler room, or any section of the buildings where employees covered by this Agreement may be working. In the exercise of this provision the Union agrees to first notify the Company twenty-four (24) hours prior of the intent and time to enter said premises. Any and all accesses to the various buildings covered by this Agreement shall be subject to all Federal Security requirements, and shall be upon the express authorization of appropriate Government officials. Visitors shall comply with applicable security procedures and clearance requirements, including background checks and investigations by Government investigative agencies.

Section 1.9. Membership Notification: The Union shall notify the Company when a new employee has become a member of the Union. Such notification shall be in writing and delivered to the Company within ten (10) working days from the effective date of Union membership.

Section 1.10. Part-Time Employees: It is recognized and agreed that the Employer may hire employees to work less than thirty-two (32) hours in a scheduled workweek. Part-time employees may not be used to reduce the hours worked by the Full-time employees below forty (40) hours in a workweek or eight (80) hours in a pay period. Part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work. Should a full-time vacancy become available, part-time employees shall be considered for the position. Nothing in this agreement shall constitute a guarantee of a certain schedule or a minimum or a maximum of hours.

Part-time Employees are entitled to the following benefits:

- (a) In lieu of health and welfare benefits, each part-time employee shall be paid two dollars (\$2.00) per hour worked above the wage rate shown in "Exhibit A" of the current Agreement.
- (b) Part-time employees shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in Section 4.1 of the current Agreement (not to exceed forty hours per week).

- (c) Part-time employees that work on a holiday shall be paid their regular wage plus holiday pay.
- (d) J.A.C. contributions shall be made according to Section 9.13 of the current Agreement.

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 2.1. Wages: Wages for the classification of positions as listed in Section 1.7 shall be as shown in Exhibit "A". All wages are to be paid bi-weekly.

Section 2.2. Hours of Work: No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week. In the event that the Company needs to reduce the scheduled hours per day or per week below eight (8) or forty (40) respectively, the Company will meet with the Union to discuss the effects of such reduction before implementation.

Section 2.3. Work Week: Forty (40) hours divided into not less than five (5) consecutive days of no more than eight (8) consecutive hours per day, subject to shift schedules, shall constitute a week's work. The payroll week begins at 12:00 AM Saturday and ends at 11:59 PM Friday. The workday will normally consist of eight (8) hours without a specific or designated meal break. Meals will be eaten on the premises during the workday at a time and location designated by the Company. All time worked in excess of scheduled hours in any one (1) day or forty (40) hours in any one week (but not both) shall constitute overtime and shall be paid at time and one half (1 ½) of the base wage rate. Overtime shall apply to all employees covered by this Agreement. Actual time worked, holidays, and paid vacation count as time worked for the purpose of computing overtime but leave without pay does not.

Section 2.4. Work Schedules: A weekly work schedule shall be posted at the time clock. The schedule may be changed by the Company upon five (5) working days' notice, or without notice if in the opinion of the Company such change without notice is essential to its operations and the effected employees are in agreement.

Section 2.5. Operating Hours: the Company shall determine the hours of operation at the job site.

Section 2.6. Work Week Definition: Each employee shall have two (2) regularly assigned, days off in each forty-(40) hour week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, he/she shall be paid at the appropriate overtime rate, if applicable. The employee shall not be assigned off on any of his/her regular working days to avoid paying such overtime during a pay period.

Section 2.7. Four-Day Workweek: It being the intent of the Employer and the Union to establish a ten (10) hour shift for herein covered employees, it is therefore necessary to waive the overtime requirement in the Collective Bargaining Agreement as it applies to this ten (10) hour shift.

This waiver of the overtime requirement, which compensates for hours worked in excess of eight (8) hours in a day at time and one-half (1 ½), shall apply only to those shifts that operate on the basis of four (4) days per week, ten (10) hours per day. In the event an employee works more than ten (10) hours per day on a 4-day/10 hour shift, he/she shall receive pay at time and one-half (1 ½) for all hours over ten (10).

It is also understood that this waiver only applies to those shifts of ten (10) hours per day and workweeks of four (4) days. It expressly does not apply to shifts of eight (8) hours per day and workweeks of five (5) days. All other provisions of the Collective Bargaining Agreement, which pertain to overtime, remain intact.

With regards to vacation and sick leave provisions of the Collective Bargaining Agreement, employees who work the ten (10) hour shift shall receive the same amount of hours of entitlements as those employees who work a regular eight (8) hour shift.

For the purpose of funeral leave, employees, who work the ten (10) hour shift, shall be entitled to five (5) days or three (3) days at ten (10) hours per day, whichever is appropriate.

An employee, who is scheduled to work on a day on which a holiday occurs, shall receive that day off with pay. When a holiday occurs on a weekday, and an employee is scheduled to be off that day, the employee shall enjoy the holiday on the following scheduled workday. Therefore, during a work week which includes a holiday, an employee on a four (4) day work week [ten (10) hours per day] shall work three (3) days, have one (1) day off, and be paid for forty (40) hours. It is understood that any employee, required to work on a holiday, shall be paid at the time and one-half (1 ½) rate for ten (10) hours of the scheduled shift in addition to ten (10) hours holiday pay, and at time and one-half (1 ½) thereafter.

In the event that the Company decides to change the ten-(10) hour day, it shall meet with and discuss the reasons with the Union.

Section 2.8. Call Back: Any employee called back to work after having completed their regular shift shall receive a minimum of four (4) hours' pay at one and one-half (1 ½) times the prescribed hourly rate. An employee shall not be deemed to have been called back under the provisions of this Section unless requested to work after having punched out and physically departed the Company's premises

Section 2.9. Overtime Restrictions: The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week. It is understood and agreed that the Company reserves the right to require employees covered hereby to perform overtime

work in order to meet Government contract requirements. When such overtime is required, employees involved shall be given as much advance notice as possible. Employees required to remain on the job site beyond their work shifts for the benefit of the Company will be paid at one and one-half (1½) times their basic rate for any time worked over eight (8) hours. No overtime shall be worked except by direction of the Site Manager of the Company or designated Company Representative.

Section 2.10. Work Performed in Higher Classification: Work performed in a higher rated job classification by an employee in the Collective Bargaining Agreement shall be paid at the higher rate of pay when the Company expressly re-assigns such employee to work in a higher rated job classification. Such reassignments to a higher rate shall only be valid if written approval of management is received.

ARTICLE III

VACATIONS, HOLIDAYS AND SICK LEAVE

Section 3.1. Vacation/Full-Time Employees: Each full-time employee covered under the terms of this Agreement is entitled to vacation based on his/her length of service. Years of service are calculated from the date of hire in the Company. New employees who have who have worked continuously in the employ of the Company for a period of six (6) months are entitled to one (1) of their two (2) eligible weeks of vacation. Vacation entitlement begins on January 1 of each year and ends on December 31. All vacations must be taken in the calendar year in which it is earned. Terminated employees will be paid for vacation prorated from January 1 to the date of termination, less any vacation used. If an employee's vacation balance is negative at the time of termination, the negative hours will be deducted from the employee's final paycheck. Vacation may be taken one day at a time. The time for taking paid or unpaid vacation shall be approved by the Company in advance.

Section 3.2. Vacation and an Incumbent Contractor: The Company will be responsible for all vacation earned through each employee's last anniversary date and will make cash settlements for thirty (30) days or less to employees who have unused vacation time to their credit at the end of the Government contract unless assigned to another job-site. Accrued vacation on the vacation record between the employee's last anniversary date, and contract end will be assumed by the successor contractor.

Section 3.3. Vacation Accrual: Vacation will accrue to the employee pro-rata over the year.

Length of Service	Vacation Allotment	Accrual Rate
6 months-4 years	10 days	0.83/days per month
5-9 years	15 days	1.25/days per month
10 years and beyond	20 days	1.67/days per month

Although new employees will begin accruing vacation time with their first paycheck, they will not be permitted to use vacation time until they have worked at the facility or with the Company (whichever is longer) for a period of six (6) months. Advance vacation time will be considered on a case-by-case basis by the Project Manager for unusual circumstances.

Section 3.4. Recognized Holidays: The following holidays are recognized and employees shall receive a day's pay for same:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Presidential Inauguration Day	

All future holidays declared as legal by the United States Congress. Employees will be granted time off on designated holidays and be paid one (1) day's pay, not to exceed eight hours, for such holidays not worked. Employees who work on any of these days shall be paid one and one half (1 ½) times the base wage rate plus holiday pay. Hours worked beyond eight (8) hours on the holiday shall be paid at one and one half (1 ½) the base wage rate.

These holidays shall be observed by the Company on the same day as they are observed by the Government of the United States (in the Washington, D.C. area). During a pay week in which a holiday occurs, all time worked in excess of thirty-two (32) hours shall be paid as overtime at the appropriate rate of pay. If the work site is closed because the Federal Government of tenant observes a holiday not listed above, employees will report for work as scheduled.

Section 3.5. Personal Holidays: Full-time employees may use up to two (2) days of unused, accrued sick leave as personal holidays. Employees shall give adequate notice (forty-eight hours minimum, advance notice) to schedule a personal holiday.

Section 3.6. Sick Leave/Full-Time Employees: The Company will provide paid sick leave for each full-time employee as described below:

Effective 10/01/2002	Effective 10/01/2003	Effective 10/01/2004	Effective 10/01/2005
5 days per year	7 days per year	7 days per year	8 days per year

Sick leave may be accumulated from year to year. All accrued sick leave in excess of ten (10) days, at the employee's option, may be sold back to the Company on December 31st of each year.

Employee's may use up to ten (10) days of accrued sick leave for the care of their spouse or child when such person is covered under the terms of the Family Medical Leave Act provided they maintain a minimum balance of eighty (80) hours of sick leave.

Section 3.7. Proof of Illness: The Company may require an employee to provide a doctor's note after three (3) consecutive days, or any three (3) absences within fifteen (15) working days.

ARTICLE IV

HEALTH, WELFARE & PENSION BENEFITS

Section 4.1. Central Pension Fund: The Company agrees to contribute the following amounts per hour to the Central Pension Fund of the International Union of Operating Engineers and Participating Companies (hereinafter called the "Central Pension Fund").

Effective 10/01/2002	Effective 10/01/2003	Effective 10/01/2004	Effective 10/01/2005	Effective 10/01/2006
\$.50 per/hr.	\$1.00 per/hr.	\$1.50 per/hr.	\$2.00 per/hr.	\$2.45 per/hr.

For the purposes of calculating amounts due the Central Pension Fund, total hours paid up to a maximum of forty (40) hours per week, shall be the basis of contributions. Payments to the Central Pension Fund shall be due and payable monthly.

Section 4.2. Health and Welfare: The Company agrees to make contributions, as listed below, per month for all full-time employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A to provide hospitalization coverage under the Local 99 Health and Welfare Plan, which shall include supplemental insurance.

Coverage	Effective 10/01/02	Effective 01/01/03	Effective 01/01/04	Effective 01/01/05	Effective 01/01/06
Employer contribution for single coverage	\$274.00 per month	\$274.00 per month	\$274.00 per month	\$274.00 per month	\$362.00 per month
Single Premium projected cost	\$274.00 per month	\$274.00 per month	\$274.00 per month	\$274.00 per month	\$362.00 per month
Employer contribution for family coverage	\$500.00* per month	\$540.00* per month	\$585.00* per month	\$650.00* per month	\$760.00* per month
Family Premium projected cost	\$540.00 per month	\$585.00 per month	\$635.00 per month	\$700.00 per month	\$800.00 per month

* Not to exceed actual total cost of monthly premium.

In the event the contribution by the Employer is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the plan cost as determined by the Plan Trustees.

The contribution by the employer together with the amount withheld from the employees pay shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

ARTICLE V

ARBITRATION

Section 5.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 5.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date of the issue being grieved.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 5.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

Section 5.4. Discipline Procedure: The Company reserves the right to discharge any employee for just cause. No employee shall be discharged, except as hereinafter provided, unless he/she shall have been given warning notices, in writing. Such notice shall state the complaints of the Company. The employee shall abide by the Company's Policy and Procedure manual.

1st Offense-Written Warning/Oral Warning; as decided by the Employer in response to the nature of the offense.

2nd Offense-Written Warning, Suspension or Discharge.

3rd Offense-Suspension or Discharge depending on the severity of the incident.

Section 5.5. Legitimate Causes for Discharge: No warning notices need to be given to an employee before the employee is discharged if the cause of such discharge is for proven dishonesty, illegal drug sale, use, possession or impairment, drunkenness, willful destruction of property, or willful damage of equipment or negligence on the part of the employee causing damage to the Company, the customers, or equipment of the Company or customers, or deliberate and pre-mediated assault and falsification of time cards. All official disciplinary warnings against an employee's record shall be documented and placed in the employee's personnel file.

Section 5.6. Probationary Period: The first ninety- (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

ARTICLE VI

NO STRIKE - NO LOCKOUT

During the term of this Agreement, there shall be no strike, slowdown, picketing or any interference with the Company's operation and service by the Union and/or Union Members, nor shall there be any lockout of the employees on the part of the Company.

ARTICLE VII

UNION DUES CHECK-OFF

Section 7.1. Union Dues Check Off: The Company will deduct monthly from the pay of the employees the Union dues for all employees who belong to the Union. Such deduction, in an amount specified by the Union, shall be made upon receipt by the Company of signed dues deduction authorization cards in a form agreed to by the Company and the Union. Dues will be forwarded to the Union on a monthly basis following receipt of an authenticated invoice. The Company must receive written notice to discontinue the withholding of Union dues.

Section 7.2. Indemnification: The Union agrees to indemnify and save the Company harmless against any and all claims, suits or other forms of liability arising from the obligations and executions thereof of this Article and Article I as stated above.

ARTICLE VIII

NON-DISCRIMINATION

The Company and the Union both recognize their responsibilities under Federal, State, and Local law pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly both parties reaffirm by this Agreement commitment not to discriminate against any person or persons because of race, color, religion, national origin, age, sex, disability or involvement in a declared war or police action as deemed by the President of the United States and/or the Congress, as well as any local laws which, in addition to the above, prohibit discrimination in any form.

ARTICLE IX

MISCELLANEOUS

Section 9.1. No Side Agreements: The Company shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 9.2. Military Service: Any employee covered by this Agreement who enters the military service of the United States of America or the U.S. Merchant Marine Service, or

who is recalled to active duty while a member of the reserve component of the Armed Forces, Merchant marine, or National Guard, during a war or conflict in which our Country is involved shall be considered on leave of absence without pay and shall retain their seniority during such service and be returned to their former or comparable position upon the honorable discharge from such service, so long as the Company has retained the Contract on which the employee was originally hired and/or contract the employee was currently working on at the time of taking leave of absence. Returning employees must apply for reinstatement within ninety (90) days of separation from active duty.

Section 9.3. No Reduction in Benefits: At their election, personnel involuntarily reassigned by the Company to the work force governed by this Agreement shall continue to be governed, for the duration of this Agreement, by the Collective Bargaining Agreement, as amended or renewed, of the Company at the worksite where they were previously assigned prior to their reassignment. No current employee shall suffer a reduction in salary, adverse change in working conditions, or the loss of any benefit now enjoyed by him/her as an employee of the Company as a result of this Agreement. This provision, however, shall not apply to any reorganization of the Company. It is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive that benefit and not be reduced to such lesser benefit provided herein for the duration of this Agreement. However, this provision shall not apply to members who were covered previously by the administrative benefits of the Company.

Section 9.4. Changes in Law: In the event that any provision of this Agreement shall subsequently be determined to be unlawful or invalid, the remainder of this agreement, not so determined to be unlawful or invalid, shall be unaffected thereby and shall remain in full force and effect and binding upon the parties hereto.

Section 9.5. Tools: The Company shall provide tools and equipment for the safe and efficient performance of the employee's duties.

Section 9.6. Jury Duty: The Company shall pay the difference between the amounts the employee would have normally earned had the employee worked the employee's straight time scheduled hours and the employee's remuneration for such day for jury duty. The employee shall be expected to work their regular schedule on days when the jury is not in session.

Section 9.7. Funeral Leave: It is recognized by the Company and the Union that three (3) consecutive days may be needed by an employee to attend the funeral service for a spouse, child, parent, brother, sister, legal guardian, or parent-in-law. If any or all of the three (3) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. Employees shall not receive pay under this provision for scheduled days off. An employee must have a minimum of ninety- (90) day's service to be paid under this Article.

Section 9.8. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance work shall be issued through the Chief Engineer or Project Manager or other official designated by the Company. All hiring and discharges will be made in accordance with company policy.

Section 9.9. Successorship Clause: This Agreement embodies the entire agreement between the Company and the Union and shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Company from the complete operation and management of its business and plants or in the direction of the working forces or to exercise any other lawful right. The Company in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued sick leave any seniority which employees may have accumulated during their employment with the previous Employer.

Section 9.10. Company Policy: The Union agrees to work with company policies and procedures in effect at the job site.

Section 9.11. Job Postings: The Company shall notify the Union should a bargaining unit position come open to the best of its ability. The Company reserves, and the Union acknowledges, the Company's right to fill positions by promotion or transfer of its current employees prior to notification of the Union of vacancies. The Company shall post openings on the jobsite in a conspicuous location, such as the time clock, and in the Company field letter. Posting period shall remain five (5) days. The Company agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) days from their date of employment. Furthermore, this obligation to contact the Union for open positions does not apply in cases when a new client or the outgoing contractor requests the Company hire a project's current employees.

Section 9.12. Uniforms: The Company agrees to furnish all employees with sufficient uniforms to be worn while on duty. The Company agrees to replace worn uniforms as needed. Part-time employees will be issued wash and wear uniforms equal to the number of regularly scheduled eight (8) hour shifts worked per week.

Section 9.13. JAC Contribution: The Company agrees to pay the sums listed below per quarter for each employee covered herein to the Treasurer of the Local 99, Joint Apprenticeship Trust.

10/01/2002	10/01/2003	10/01/2004	10/01/2005	10/01/2006
\$35.00	\$40.00	\$40.00	\$45.00	\$50.00

Section 9.15. Employee Qualifications: In determining the qualifications of employees and subject to accommodation requirements in law, the Company may require the applicant to be mentally and physically capable and competent as defined by the Client's or

Company's policy. Employees in specified job classifications must possess current trade licenses issued by the authorities designated by clients. The maintenance of such licenses is the employee's responsibility and the Company may reassign to another job classification, or terminate, an employee whose duties require such a license who cannot, or will not, renew the license within thirty (30) days of its expiration. Furthermore, security/or suitability screening of employees may be required by a client. Employees may be subject to extensive security investigations including examinations of lifestyle, medical/mental history, and financial affairs and periodic polygraph examinations. Satisfactory completion of such screening and adjudication by the client of matters disclosed therein may be a condition of employment in designated facilities. The Company reserves, and the Union acknowledges, the right of the Company to reassign or terminate employees who fail to gain and maintain security clearances or pass screening by clients as a result of such investigations. As such clearances are provided by the client (in most cases a government instrumentality), this provision will not supersede the Employee's recourse as provided in law against the Company's clients if an employee is unlawfully denied such a clearance.

Section 9.16. Substance Abuse Policy: The Company's Substance Abuse Policy does not preempt any collectively bargained rights of the employees covered by this Agreement including the right to arbitrate any dispute arising out of the interpretation or application of this Agreement. No employee represented by the Union will be required to sign any waiver limiting the liability of the Company, the testing facility, or any other person implementing the Substance Abuse Policy for violations of the law. The Union is not responsible for ascertaining or monitoring the alcohol or drug status of any employee, or for implementing or enforcing any aspect of the Substance Abuse Policy and accepts no liability therefore.

Section 9.17. Entire Agreement: This Agreement constitutes the entire Agreement between the Company and the Union and supersedes and invalidates all prior agreements, understandings and communications, whether written or verbal, and no variance or modification thereof shall be valid and enforceable except by a supplemental agreement in writing and executed and approved in the same manner as this Agreement.

ARTICLE X

MANAGEMENT RIGHTS

The Company, in the conduct of its business, has the right to hire, discharge, promote, demote, discipline, assign, re-assign, and transfer employees; set hours, shifts, and days off; determine the means and methods of its work and operations; determine the number and classifications of employees; set standards of performance, conduct, and appearance; and to establish the minimum standards to obtain and continue employment with the Company.

End of Article X

ARTICLE XI

TERM OF AGREEMENT

This Agreement shall be in full force and effect from the **thirteenth day of August, 2002 to and including the thirtieth day of September, 2007** and shall renew from year to year unless, not less than sixty (60) days prior to an anniversary of this Agreement, written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

For: COMPANY

Consolidated Engineering Services, Inc.
At
Thurgood Marshall Building

For: UNION

International Union of Operating
Engineers, Local 99-99A

2461 Wisconsin Avenue, NW
Washington, DC 20007

By: William C. Davis
Signature

By: Michael A. Murphy
Business Manager

William C. Davis
Printed Name

Senior Vice President
Printed Title

January 10, 2006
Date

Approved: 12-13-2005

By: John H. [Signature]
President

By: [Signature]
Recording Corresponding Secretary

EXHIBIT "A"

CLASSIFICATIONS AND WAGES PER HOUR

The wages per straight time hour for the following classifications shall not be less than:

Classification	Effective 10/01/02	Effective 10/01/03	Effective 10/01/04	Effective 10/01/05	Effective 10/01/06
Chief Engineer	\$25.21	\$26.22	\$27.27	\$28.36	\$29.35
Engineer/HVAC Mechanic	\$20.17	\$20.98	\$21.82	\$22.69	\$23.48
General Maintenance Worker	\$17.45	\$18.15	\$18.87	\$19.63	\$20.32
Electrician	\$20.17	\$20.98	\$21.82	\$22.69	\$23.48
Plumber	\$19.13	\$19.90	\$20.69	\$21.52	\$22.27
Locksmith/Carpenter	\$19.13	\$19.90	\$20.69	\$21.52	\$22.27
Maintenance Helper	\$14.68	\$15.27	\$15.88	\$16.51	\$17.09
Laborer/Gen. Helper	\$10.74	\$11.17	\$11.62	\$12.08	\$12.50
Mail Room Supervisor	\$20.14	\$20.95	\$21.78	\$22.65	\$23.44
Lead Mail Room Clerk	\$14.84	\$15.43	\$16.05	\$16.69	\$17.27
Mail Room Clerk	\$13.89	\$14.45	\$15.02	\$15.62	\$16.17

The wages of the Apprentice Engineer shall be based on the Engineer's wage scale and shall be as follows:

- 50% for the first six (6) months of apprenticeship
- 55% for the second six (6) months of apprenticeship
- 60% for the third six (6) months of apprenticeship
- 65% for the fourth six (6) months of apprenticeship
- 70% for the fifth six (6) months of apprenticeship
- 75% for the sixth six (6) months of apprenticeship
- 80% for the seventh six (6) months of apprenticeship
- 85% for the eighth six (6) months of apprenticeship

The Apprenticeship shall be for a period of not more than four (4) years.

04/10/2006 09:38

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SEIU LOCAL 82

PAGE 03/12

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION

32BJ, DISTRICT 82 UNION

AND

MISTER KLEEN, MAINTENANCE COMPANY, INC.

LOCATION:
EFFECTIVE:
EXPIRATIONONE COLUMBUS CIRCLE
OCTOBER 1, 2006 - SEPTEMBER 30, 2007

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 04/12

AGREEMENT

This Agreement, dated as of April 6, 2006 is by and between Service Employees International Union, Local 32BJ, District 82 Union, hereinafter called the "Union" and Mister Kleen Maintenance Company, Inc., hereinafter called the "Employer."

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for its janitorial employees (including lead janitors) excluding supervisors, clerical or guards employed at the One Columbus Circle building in the District of Columbia.

SECTION 1: Effective May 24, 2002, all employees shall receive wages and benefits as required by Section 4-C of the Service Contract Act (citywide agreement).

ARTICLE 2 - WAGES

SECTION 1. All employees employed effective October 1, 2006 shall receive the following wage rates:

Classification	current	10-01-06
Full time	\$10.06	\$10.46
Lead	\$0.25 over	\$0.25 over

SECTION 2. An employee called in to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours of pay.

ARTICLE 3 - HOURS OF WORK

SECTION 1. All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the prevailing rate of pay for such job.

SECTION 2. Overtime shall be offered by seniority on a rotating basis. If overtime requirements cannot be met on a voluntary basis, it shall be assigned in order of reverse seniority.

SECTION 3. The Employer agrees to correct any payroll error as soon as possible and make every effort to do so within five (5) working days.

SECTION 4. Employees working shifts of six (6) hours or more will receive an unpaid break of thirty (30) minutes.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 05/12

ARTICLE 4 – HEALTH AND WELFARE

Effective October 1, 2002, the Employer will provide single health coverage to each employee who has completed six (6) month of continue employment. El plan will be comparable to SEIU Benefits Plan B with Rx card.

ARTICLE 5 – PAID HOLIDAYS

SECTION 1. The employer shall grant to all employees the following holidays off with pay:

New Year's Day	Independence Day
Martin L. King's Birthday	Labor Day
George Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Columbus Day	Veterans Day

SECTION 1. When a legal holiday covered by this Agreement falls on an employee's day off, same shall be compensated for at straight time hourly rate of pay or in lieu thereof, the employee shall receive a day off with pay within a period of two weeks following such holiday. The Employer agrees the requested day off shall not be unreasonably denied.

SECTION 3. In order to be eligible for holiday pay, an employee must work all his/her scheduled hours on the workday before and after the holiday unless he/she is on excused absence.

SECTION 4. The Employer shall post in the office at the work site a list of the holidays observed by the building.

ARTICLE 6 – VACATIONS

SECTION 1. All employees with one (1) year or more of continuous service are entitled to one (1) week of vacation with pay. All employees with two (2) years or more of continuous service are entitled to two (2) weeks of vacation with pay. All employees with five (5) years or more of continuous service are entitled to three (3) weeks of vacation with pay. All employees with fifteen (15) years or more of continuous service are entitled to four (4) weeks of vacation with pay.

SECTION 2. It is agreed that the employee's vacation shall be paid at the current rate of pay. Vacation pay is to be given to the employee on the payday preceding the week that the vacation begins if requested.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 06/12

SECTION 3. When a holiday occurs during the employee's vacation, the employee shall be entitled to an extra day vacation or at the option of the Employer, an extra day's wage. The Employer will not unreasonably deny the employee's request.

SECTION 4. The Employer agrees to pay all employees for all unused vacation upon separation of the next practical payday. The amount of vacation pay is pro-rated based on the amount of service since the last anniversary day of the employee.

SECTION 5. Vacation time can be used for extended sick leave or funeral leave provided the employee has used up his/her accrued sick leave and provided he/she provides a doctor's documentation when requested by the Employer.

SECTION 6. The employee's request for vacation leave shall not be unreasonably denied. Where there is a conflict with current workloads, seniority will prevail.

SECTION 7. When the Employer takes over a Union contractor's account, the Employer will recognize seniority, past service, and earned vacation. The outgoing contractor shall pay the pro-rated vacation pay that is due with the last payroll check. The successor Employer shall pay the balance due at the time the vacation is accrued and taken and shall recognize and grant the full time off that is due.

ARTICLE 7 - LENGTH OF SERVICE

SECTION 1. The Employer or date of employment in the building shall compute the employee's length of service from the date on which he/she is hired, whichever is longer. Seniority shall be the sole factor in determining the employee's layoff and recall order. One shop steward per shift shall have super seniority.

SECTION 2. The Employer shall maintain a posted seniority list on the bulleting board. Conflicts in seniority dates shall be resolved through the grievance procedure.

SECTION 3. All new employee hired shall be on probation for 30 days during which time the employee may be discharge for just cause without resource to the grievance procedure.

ARTICLE 8 - SICK LEAVE

SECTION 1. All employees covered by this agreement shall receive the following sick leave benefits with pay earned at the rate of half-day per month during first year and grow proportionately in following years. Employees will be eligible to use accrued leave after (30) days of employment.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 07/12

Effective10-1-05 10-1-06

12 days

12 days

SECTION 2. In all cases of illness in excess of two (2) consecutive working days, a physician's certificate or other acceptable evidence of disability will be submitted by an employee as claim for sick leave benefits, if requested by the Employer.

SECTION 3. Employees may accrue a maximum of twelve (12) days sick leave.

SECTION 4. Vacation time can be used for extended sick leave provided the employee has used up his/her accrued sick leave and provided he/she provides documentation when requested by the Employer.

SECTION 5. All employees must give four (4) hours notice before the beginning of the shift in order to claim sick leave benefits.

ARTICLE 9 – UNION SECURITY AND CHECK OFF

SECTION 1. All employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment to remain members by the timely payment of all dues and initiation fees in the Union. Employees covered by this Agreement who are not members of the Union shall be required as a condition of employment to become members of the Union within thirty (30) days after the effective date of this agreement or thirty (30) days after their employment and remain members by the timely payment of all dues and initiation fees in the Union. The Employer will execute the terms of this article within 5 days after the Union notifies the Employer that the employee is not a member in the Union.

SECTION 2. The Employer shall notify the Union steward and/or Union office within twenty-four (24) hours of the name, address, and occupation of new or additional employees hired outside the Union. In considering persons for employment, or promotion of work assignment, no consideration shall be given as to race, creed, sex, age, or national origin.

SECTION 3. The Employer shall check off initiation fees, monthly dues and COPE contributions and credit union contributions from the first paycheck of each month on the basis of individually signed authorization cards and remit to the Secretary Treasurer of the Union within five (5) days after they were deducted from the employee. The Union will send the Employer an alphabetical check off list each month indicating the amount due for each employee and signed dues authorization forms for new employees. The Employer shall return a copy of this list or send a list to the Union of all employees for whom dues were deducted.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 08/12

SECTION 4. The Union agrees to hold the Employer harmless and indemnified against any and all claims, liability or fault arising out of the Employer's compliance with this Article.

ARTICLE 10 – FUNERAL LEAVE

SECTION 1. All employees shall be granted three (3) days paid leave due to the death of a spouse, father, mother, son, daughter, brother or sister. The Employer may request proof of death or funeral certificate.

ARTICLE 11 – DISCHARGE AND DISCIPLINE

SECTION 1. It is agreed that each party shall treat the other with mutual respect and dignity and that the Employer shall only discharge or discipline employees for just cause. The Employer agrees to use progressive discipline. Discipline must be given in writing within two (2) working days of the offense. Copies of all warning or disciplinary notices will be given to the Shop Steward within three (3) days.

SECTION 2. The Shop Steward shall be present at all disciplinary meeting of employees or the Employer will reschedule the meeting.

SECTION 3. All employees shall have the right to have a steward present at any investigation meeting, which the employee reasonable believes might lead to discipline. The employee must request the steward to be present.

SECTION 4. All written disciplinary warning shall be removed from the employees file after ~~twelve~~ (18) months and cannot be used thereafter as part of the disciplinary procedure.

ARTICLE 12 – GRIEVANCE PROCEDURE

SECTION 1. It is agreed that any dispute arising out of this agreement between an employee or the Union and the employee shall use the procedure set out below.

Step 1. The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and the shop steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the Company's designated account manager within five (5) days.

Step 2. A representative of the Company, the employee and the Union representative shall meet within five (5) days to try to resolve the issue. If they are unable to resolve the issue, the grievance will be moved to Step 3.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 09/12

Step 3. Within five (5) days after the meeting in Step 2, the Union representative and employee shall meet with the Human Resources Director or his/her designee.

Step 4. If the grievance is not resolved at Step 3, it may be submitted at the request of either party to an Arbitrator whose decision shall be final. All expenses shall be equally borne by both parties.

SECTION 2. Both parties agree to strike names from a list provided by the Federal Mediation and Conciliation Service (FMCS) to determine the choice of an arbitrator.

SECTION 3. The arbitrator shall rule only on the grievance being heard and shall have no authority to change or alter any terms of this agreement.

ARTICLE 13 - NO STRIKE AND NO LOCKOUT

SECTION 1. The Company agrees there will be no lockout of the employees and the Union agrees there will be no strikes, no work stoppages, slowdowns or similar forms of interference of work for any reason whatsoever for the term of this Agreement.

ARTICLE 14 - LAY OFF AND RECALL

SECTION 1. The Employer agrees to notify the Union at the earliest date possible in the event of lay-offs. The Employer further agrees that all lay-offs will be in reverse order of seniority and all recalls shall be in order of seniority.

SECTION 2. All employees laid off shall remain on the lay off list for up to one year.

ARTICLE 15 - UNION RIGHTS

SECTION 1. The Union shall have access to Union members and the right to investigate work conditions. The Union would utilize before and after hours so as not to interfere with the Employer's operation. The Employer will provide space for the Union to meet with Union members at the work site.

SECTION 2. The employee shall have the right to inspect his personnel file, in the presence of employer representative.

SECTION 3. The Employer shall provide space for Union literature in a place convenient for employee use at the work site. Document shall be provided by the Union.

SECTION 4. The Union shall have the right to inspect the Employer's payroll records, as it relate to a specific grievance.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 10/12

SECTION 5. An employee may request a leave of absence to work for the Union and the Employer may deny such a request.

SECTION 6. Shop stewards shall be notified by the supervisor of all terminations and new employees and shall be given an opportunity before or after working hours to meet with new employees to provide information on the Union.

SECTION 7. The Employer agrees to release one shop steward, per building and per shift, two (2) times per year during the work hours without pay for shop steward training classes upon written notice from the Union of at least ten working days.

ARTICLE 16 – DISCRIMINATION

SECTION 1. The Employer will not discriminate in employment, hiring, promotion, training or work assignment on the basis of race, creed, color, national origin, age, sex, sexual orientation, religion, mental or physical handicap, Union membership or Union activity or family relationship in accordance with all applicable laws.

ARTICLE 17 – MANAGEMENT RIGHTS

SECTION 1. The management of the Company's affairs and the direction of its working force, including but not limited to the right to establish new jobs, abolish or change existing jobs, change materials, processes, products, equipment in operations; schedule and assign work; hire, discipline and discharge for cause, transfer or layoff employees because of the lack of work, establish work rules; determine work loads, standards of quality of performance, hiring methods and practices; assignment and transfer of employees and the promotion of employees shall be vested exclusively in the Company.

ARTICLE 18 – UNPAID LEAVE OF ABSENCE

SECTION 1. An employee may request an unpaid leave of absence and the Employer may grant or deny the request but no request shall be unreasonably denied. The leave of absence, if granted, will be reduced to writing with a date for starting and ending. If the employee does not return on the agreed upon date it will be deemed the employee has resigned. The employee will return to their current or equivalent position without loss of seniority. The payment of health insurance after thirty (30) days shall be the responsibility of the employee. The Company will grant leaves of absence for the reasons listed below when requested in writing by the employee at least two (2) weeks in advance. Emergency leave shall not be unreasonably denied.

Compassionate/Personal Leave: Up to six months for the care of another person upon submission of appropriate documentation.

04/10/2006 09:30 2022894679

SEIU LOCAL 82

PAGE 11/12

Medical Leave: Up to six months for medical reasons with documentation stating the employee may return to work without limitations to assume full duties.

Military Leave: As required by federal law.

Civil Leave: For an employee who is required to report for Jury service or to testify in any legal proceeding. As a result of a subpoena, a copy of which shall be supplied to the Employer upon request.

SECTION 2. The Employer agrees that an employee will be allowed to return to work at the end of the leave period. For leaves of absence of one (1) month or longer, the employee will notify the Employer ten (10) days in advance of the scheduled date of return of work. Should the employee require less leave time than originally agreed, the employee shall have the right to return ten days after notifying the Employer of his/her new return date.

ARTICLE 19 - HEALTH AND SAFETY

SECTION 1. The Employer shall provide a safe and healthy work place for all employees and shall comply with all federal, state and local laws relating to health and safety.

SECTION 2. The Employer shall provide an annual right to know training for every employee including, but not limited to training on infectious and hazardous waste, hazardous substances used or present in the work place and proper safety procedures for all employees.

SECTION 3. The Employer will provide all supplies, including gloves, goggles or other necessary safety equipment free of charge. The Employer will provide, repair and maintain all equipment needed to perform the job in a safe and efficient manner free of charge.

SECTION 4. The Employer shall have available, upon request, copies of OSHA 200 logs.

SECTION 5. The Employer shall maintain workers compensation coverage for all employees. The Employer shall post the required notice of workers compensation in a prominent and visible location to employees containing the name of the insurance company, its address and phone number.

04/10/2006 09:38 2022894679

SEIU LOCAL 82

PAGE 12/12

ARTICLE 20 - IMMIGRATION

SECTION 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations, or other status required by the Immigration and Naturalization Service without having to take a leave of absence. If a leave of absence is necessary, the Employer agrees to return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws.

ARTICLE 21 - LABOR AND MANAGEMENT COMMITTEE

SECTION 1. The Employer and the Union agree to conduct an annual joint training outside of normal working hours of all supervisors and shop stewards for the purpose of improving the administration of this Agreement and ensuring the highest quality of service to tenants, building management and other interested parties of such services as cleaning, security and other services required by the industry.

ARTICLE 22 - MAINTENANCE OF CONDITIONS

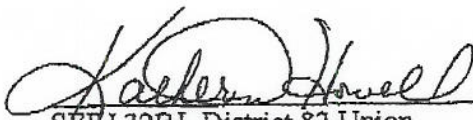
Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by individual employees.

ARTICLE 23 - SAVING CLAUSE

SECTION 1. Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

ARTICLE 24 - TERM

This Agreement shall become effective October 1, 2006 through and until September 30, 2007.


SEIU 32BJ, District 82 Union

04/06/06
Date


Mister Kleen, Maintenance Co.

04/10/06
Date

Ernest Clark, Jr.
President

CONTRACTOR NOTE:

Please email Patrick G. Hunt at phunt@aoc.gov for a an Excell spreadsheet copy of Section B

**If you would like a copy of Section C
(DESCRIPTION/SPECS./WORK STATEMENT) in WordPerfect
please email Mr. Patrick G. Hunt at phunt@aoc.gov**